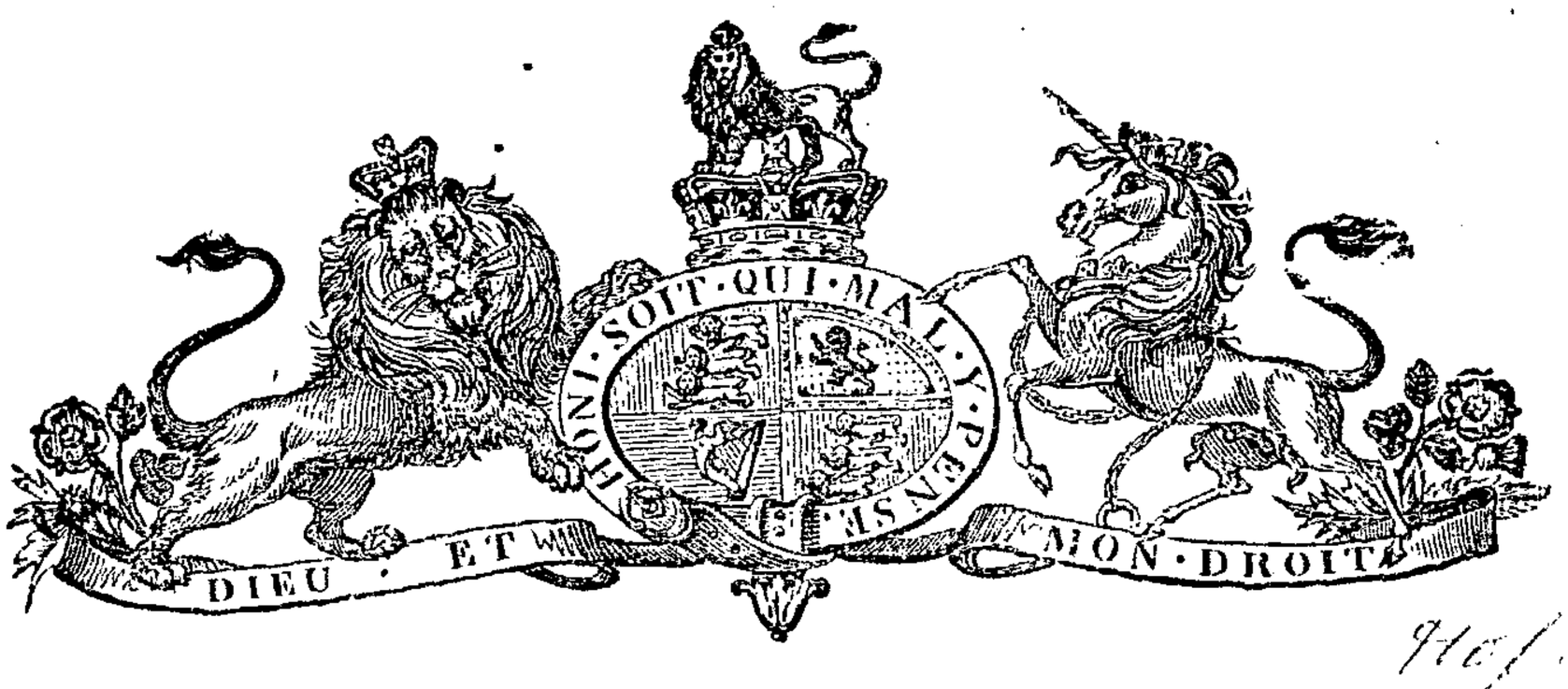


ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

***

enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Midland* Railway (Extension to *London*) Act, 1863."

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

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," so far as the Provisions of the same respectively are applicable to the Purposes of this Act, shall be incorporated with and form Part of this Act,

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

3. Except as is by this Act otherwise provided, the several Words and Expressions to which in the Acts incorporated wholly or partially with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Interpretation of Terms.

4. The Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common simple Contract Debt, and not a Debt or Demand created by Statute.

Power to take Lands.

5. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time enter upon, take, and use all or any of the Lands defined on the deposited Plans and described in the deposited Books of Reference.

Company not to take certain Lands without Consent of Great Northern Company.

6. It shall not be lawful for the Company now or hereafter to take or apply for Power to take, without the Consent of the *Great Northern* Railway Company, any Land East of a Line marked B, A, D, on a Map signed by his Grace the Duke of *Richmond*, Chairman of the Committee of the House of Lords to whom this Act as a Bill was referred, except the Portion marked A, D, E; and such last-mentioned Portion when cleared of Houses shall be devoted by the Company to the Public as Part of the *Old Saint Pancras Road*.

Company to buy Property of W. Greenwood and J. Marrian, if one or either of them require it.

7. If within Three Months after the passing of this Act the Company shall receive Notice from *William Greenwood* and *John Marrian* respectively that they or either of them require the Company to purchase their respective Properties at *West End* in the Parish of *Saint John, Hampstead*, the Company shall purchase the same respectively, and if the Purchase Money to be paid by the Company for the said Properties or either of them is not agreed on between the Parties, then the same shall be settled in

in the Manner prescribed by the Twenty-third and following Sections of "The Lands Clauses Consolidation Act, 1845," with respect to the Purchase and taking of Lands otherwise than by Agreement.

Local Rates to be made good.

8. While the Company are possessed, under the Authority of this Act, of any Lands, Houses, Buildings, or other Property assessed or liable to be assessed to any parochial or other general or special Rate, and until any Works to be constructed under the Authority of this Act in the Parish of *Saint Pancras* are so far completed as to be assessed or liable to be assessed to an Amount equal to or greater than the aggregate Amount of the gross rateable Value of the same Lands, Houses, Buildings, and Property in a Rate made on the Fourth Day of *October* One thousand eight hundred and sixty-two, the Company shall be liable to make good the Deficiency in the Assessment for such Rates by reason of such Lands, 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 Lands, Houses, Buildings, and Property respectively are now rated in the said Rate.

Power to make Railways authorized by this Act according to deposited Plans.

9. Subject to the Provisions of this Act, the Company from Time to Time may make in the Lines and in accordance with the Levels shown on the deposited Plans and Sections, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use, the Railways following, with all proper Stations, Works, and Conveniences connected therewith; (that is to say,)

A Railway to commence in the Parish of *Saint Pancras* in the County of *Middlesex* near to and on the North Side of *Euston Road*, and near to and to the East of *Skinner Street* where the same enters *Euston Road*, and to terminate in the Parish of *Saint Mary, Bedford*, in the County of *Bedford*, by a Junction with the *Midland* Railway at a Point South-east of a certain Bridge carrying the *Bedford and Luton* Turnpike Road over the said *Midland* Railway:

A Railway to commence in the Parish of *Saint Peter* in the County of *Hertford* by a Junction with the first-mentioned intended Railway, and to terminate in the Parish of *Saint Stephen* in the said County of *Hertford* by a Junction with the *Saint Alban's* Branch of the *London and North-western* Railway at a Point South-east of the Platform of the *Saint Alban's* Station of the last-mentioned Railway:

A Railway to commence in the Township and Parish of *Luton* in the County of *Bedford* by a Junction with the first-mentioned intended Railway, and to terminate in the same Parish by a Junction with the *Hertford, Luton, and Dunstable* Branch of the *Great Northern* Railway at or near and to the South-east of a certain Bridge carrying the said Branch Railway over the Road leading from *Luton*

Luton by the South-east Side of the Railway Station to *Round Green* and *Hitchin*, called the *Hitchin Road*:

And the Railways and Works executed under the Authority of this Act shall, for the Purposes of Tolls and Charges, and for all other Purposes whatsoever, be Part of the Undertaking of the Company.

Power to alter Engineering Works.

10. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company, in the Construction of the Railways by this Act authorized, may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered; and they may also substitute any other Engineering Work not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch, or Arches as shown thereon; provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board, upon due Inquiry, that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby; provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Lands for extraordinary Purposes.

11. The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may by Agreement purchase any Quantity of Land, not exceeding Twenty Acres, adjoining or near to the Railways to be made under the Authority of this Act, for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845."

Powers for compulsory Purchases limited.

12. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Railways.

13. The Railways by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act gr[redacted] in relation thereto shall cease, e[redacted] as shall then be completed.

14. After

Penalty if Railways not completed within Time limited.

14. After the Expiration of the Period by this Act limited for the Completion of the Railways, if the same be not then completed, the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until such Railways shall be completed and opened for public Traffic; 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 Railways by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Restricting Deviation from Centre Line between certain Points without Consent of Owners and Lessees of Bellesise Park Estate.

15. In making the Railway herein firstly described, the Company shall not deviate from the Centre Line shown upon the deposited Plans to the Southward more than Ten Yards, nor from the Line of the Level of the Rails shown upon the deposited Section more than Two Feet between the Points marked on the deposited Plans and Section Two Miles Six Furlongs and Three Miles, without the Consent of the Owners and Lessees of *Bellesise Park* Estate first had and obtained.

For Preservation of the Avenue, Bellesise Park.

16. Nothing in this Act or the incorporated Acts contained shall authorize the Company to take or use, either permanently or temporarily, the Road numbered on the deposited Plans 32 in the Parish of *Saint John, Hampstead*, and called the *Avenue*, without the previous Consent in Writing of the Owners and Lessees for the Time being of the *Bellesise Park* Estate first had and obtained, nor shall the Company acquire, by reason of their purchasing or becoming possessed of any adjacent Land or Property, the Right to use such Road; and if in making any of the Works the Company do or cause any Injury or Damage, or if by reason of the making thereof any Injury or Damage be done to the said Road, or the Carriageway or Footways thereof, or any Part thereof, or the Trees thereon, or any Conveniences connected therewith, then the Company shall forthwith repair and reinstate the same, and if they shall fail to repair and reinstate the same within One Week from the Date of Notice from the Owners or Lessees for the Time being of the *Bellesise Park* Estate, or any or either of them, the said Owners or Lessees for the Time being of the said *Bellesise Park* Estate, or any or either of them, may make such Repairs and Reinstatements, and all the Expenses thereof shall be paid by the Company to the Owners or Lessees so repairing or reinstating, or in default of Payment for Twenty-one Days after Demand may be recovered from the Company with full Costs of Suit in any Court of competent Jurisdiction.

Further Provision for Protection of

[redacted]cting the Tunnel in the Parish of *Saint John, Hampstead*, shall [redacted]any Shaft, nor erect any Workshops or any other Buildings, nor use any Engine or Machine within a Distance

Owners, &c. of Bellesise Park.

of Thirty Yards from the said Road, numbered on the deposited Plans 32, in the Parish of *Saint John, Hampstead*, nor shall they burn any Bricks or Ballast or any other Material within One hundred Yards from the said Road and the Property numbered on the deposited Plans 54, in the said Parish.

As to Execution of Works of Railway under North London Railway.

18. The Railway, where the same will pass under the *North London* Railway in the Parish of *Saint Pancras* in the County of *Middlesex*, shall be carried under it; and all the Works in and upon the Lands of the *North London* Railway Company, for the Purposes of carrying the Railway under the Railway of that Company, shall be executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer of the *North London* Railway Company, and at the Expense of the Company; and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *North London* Railway, and so as to leave undisturbed all the existing Lines or Tracks (including Sidings) of that Railway at the Spot where it is to be passed under by the Railway of the Company, and so as also to make Provision for the intended widening of the *North London* Railway, not exceeding Two additional Lines of Rails.

Plans, &c. for Works affecting North London Railway.

19. The Arches or other Works by which the Railway shall be carried under the *North London* Railway, and all Works and Conveniences connected therewith, shall be made only according to Plans, Elevations, Sections, and Specifications to be submitted by the Company to the Engineer of the *North London* Railway Company, and to be reasonably approved by him, in Writing under his Hand, before any of those Works are begun.

Maintenance of those Works.

20. The Company shall at all Times maintain the Arches or other Works by which the Railway shall be carried under the *North London* Railway in substantial Repair and good Order and Condition to the reasonable Satisfaction in all respects of the Engineer of the *North London* Railway Company; and if and whenever the Company fail so to do, the *North London* Railway Company may make and do, in and upon as well the Lands of the Company as their own Lands, all such Works and Things as the *North London* Railway Company reasonably think requisite in that Behalf, and the Sum from Time to Time certified by their Engineer to be the reasonable Amount of their Expenditure in that Behalf shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered with full Costs by the *North London* Railway Company from the Company in any Court of competent Jurisdiction.

21. The

Restricting Interference with Lands of North London Railway Company.

21. The Company shall not, without in every Case the previous Consent of the *North London* Railway Company in Writing under their Common Seal, take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to or in the Possession or under the Power of the *North London* Railway Company, except only such Parts of their Lands as it shall be necessary for the Company to take and use, enter upon, or interfere with for the Purpose of making and maintaining the Works by which the Railway is, according to this Act, to be carried under the *North London* Railway.

Traffic on North London Railway not to be interfered with.

22. The Company shall not, in the Exercise of any of the Powers of this Act, in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe User of the *North London* Railway or any Traffic thereon.

Company to acquire only Easements in Land of North London Railway Company.

23. With respect to any Land of the *North London* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *North London* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which, but for this Enactment, the Company might purchase and take the same.

As to Execution of Works for Railway under Hampstead Junction Railway.

24. The Railway, where the same will pass under or over the *Hampstead Junction* Railway, shall be carried under or over the same according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer of the *Hampstead Junction* Railway Company, and at the Expense of the Company; and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *Hampstead Junction* Railway or the Traffic thereon, and so as to give a clear Width at the Level of the Rails of the *Hampstead Junction* Railway at the Spot where it is to be passed under by the Railway of the Company of Fifty Feet, and a clear Width of Fifty Feet the whole Way at the Spot where the Railway of the Company passes over the Railway of the *Hampstead Junction* Railway Company, with a clear Headway from the Level of the Rails for the whole Distance of Fourteen Feet Six Inches.

Maintenance of those Works.

25. The Company shall at all Times maintain the Arches or other Works by which the Railway shall be carried under or over the *Hampstead Junction* Railway in substantial Repair and good Order and Condition to the reasonable Satisfaction in all respects of the Engineer of the *Hampstead Junction* Railway Company; and if and whenever the Company fail so to do, the *Hampstead Junction* Railway Company may

may make and do, in and upon as well the Lands of the Company as their own Lands, all such Works and Things as the *Hampstead Junction* Railway Company reasonably think requisite in that Behalf, and the Sum from Time to Time certified by their Engineer to be the reasonable Amount of their Expenditure in that Behalf shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered with full Costs by the *Hampstead Junction* Railway Company from the Company in any Court of competent Jurisdiction.

Restricting Interference with the Land of the Hampstead Junction Railway Company.

26. The Company shall not, without in every Case the previous Consent of the *Hampstead Junction* Railway Company in Writing under their Common Seal, take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to or in the Possession or under the Power of the *Hampstead Junction* Railway Company, except only such Parts of their Lands as it shall be necessary for the Company to take and use, enter upon, or interfere with for the Purpose of making and maintaining the Works by which the Railway is, according to this Act, to be carried under or over the *Hampstead Junction* Railway.

Company to acquire only Easements in Land of Hampstead Junction Railway Company.

27. With respect to any Land of the *Hampstead Junction* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *Hampstead Junction* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which, but for this Enactment, the Company might purchase and take the same.

Mode of crossing Tottenham and Hampstead Junction Railway.

28. The Company, in carrying the Railway firstly described in this Act under the *Tottenham and Hampstead Junction* Railway (authorized by "The *Tottenham and Hampstead Junction* Railway Act, 1862,") shall construct the same under the said Railway by such Means and in such Manner as not to alter or necessitate any Alteration of the authorized Line or Levels of the said Railway, and the Company shall not in any way obstruct or interfere with the Construction of the said Railway.

Arches under Tottenham and Hampstead Junction Railway to be constructed to the Satisfaction of their Engineer.

29. The Arches or Girders by which the said firstly-described Railway shall be carried under the said *Tottenham and Hampstead Junction* Railway shall be constructed to the reasonable Satisfaction of the Engineer for the Time being of the *Tottenham and Hampstead Junction* Railway Company.

As to Repair of Arches under Tottenham and

30. The Company shall at all Times maintain the Arches or Girders by which the said firstly-described Railway shall be constructed or carried under the said *Tottenham and Hampstead Junction* Railway in complete

complete and substantial Repair and Condition to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *Tottenham and Hampstead Junction* Railway Company; and if and whenever the Company fail so to do, the *Tottenham and Hampstead Junction* Railway Company may make and do such Works and Things as may be requisite in that Behalf, and the reasonable Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company, and in default of full Payment the Amount due may be recovered with full Costs by the *Tottenham and Hampstead Junction* Railway Company from the Company in any Court of competent Jurisdiction. Hampstead Junction Railway

31. Provided always, That if any Dispute shall arise under this Act between the Company and the *Tottenham and Hampstead Junction* Railway Company or their Engineers, the Matters in dispute shall from Time to Time be decided by an Engineer to be appointed by the Board of Trade on the Application of either Company, and the Costs of such Arbitrations shall be paid by such One of the Companies, or in such Proportions by the Two Companies, as the Arbitrator may determine. Reference in case of Difference.

32. With respect to any Land which the *Tottenham and Hampstead Junction* Railway Company are authorized to take, and which they will require for the Purposes of the *Tottenham and Hampstead Junction* Railway, and which the Company are by this Act also authorized to take, use, enter upon, or interfere with for the Purposes of their said firstly-described Railway, the Company shall not (except as after mentioned) purchase and take any of such Land, but the Company may purchase and take, and the *Tottenham and Hampstead Junction* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which, but for this Enactment, the Company might purchase and take the same: Provided always, that this Restriction upon the Company shall not continue in force if the *Tottenham and Hampstead Junction* Railway Company shall not prior to or within Three Months after the passing of this Act have purchased and taken such Land for the Purposes of the *Tottenham and Hampstead Junction* Railway. Company to acquire only Easements in Lands of the Tottenham and Hampstead Junction Company, if latter Company exercise their Powers as to such Lands.

33. The Company shall not, in the Execution or Maintenance of the Works by this Act authorized, in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe User of the *Tottenham and Hampstead Junction* Railway, and the safe Conduct of the Traffic thereon; and if at any Time or Times hereafter the free, uninterrupted, and safe Use of the *Tottenham and Hampstead Junction* Railway or of the safe Conduct of the Traffic thereon shall be obstructed, hindered, or interfered with contrary to this Enactment, the Company shall forfeit and pay to the *Tottenham and Hampstead Junction* Railway Company the Traffic on the Tottenham and Hampstead Junction Railway not to be interfered with.

Sum of Fifty Pounds *per* Day by way of ascertained Damages for every Day during which such Obstruction, Hindrance, or Interference shall continue.

Provision in case of Failure on the Part of Tottenham and Hampstead Junction Railway Company to acquire those Lands.

34. If the *Tottenham and Hampstead Junction* Railway Company shall not have purchased such Lands within the Periods and for the Purposes aforesaid, then it shall be lawful for the Company to purchase such Lands for the Purposes of their Undertaking, and they may and shall sell and grant to the *Tottenham and Hampstead Junction* Railway Company, and that Company may purchase and take, an Easement or Right of using the said Land for the Purposes authorized by "The *Tottenham and Hampstead Junction* Railway Act, 1862."

Provision in reference to proposed Metropolitan, Tottenham, and Hampstead Railway.

35. And whereas a Bill is now pending in Parliament under the short Title of "The *Metropolitan, Tottenham, and Hampstead* Railway Bill," by which a Company is intended to be incorporated, in this Act called the *Metropolitan* Company, and such Company will, if the said Bill be passed, be authorized to take and use various Lands also required for the Railway by this Act authorized, and the said Railways are so laid out as to intersect each other: Therefore, if the said Bill pass into a Law in the present Session, and unless the Company and the *Metropolitan* Company otherwise agree, the Board of Trade or an Arbitrator appointed by them on the Application of either Company shall have full Power to direct such Alterations to be made in the Lines and Levels of both or either of the Railways authorized by this Act and the said Bill, in and near to the Point of Intersection of the respective Railways, and such Lands to be taken or used by the respective Companies, either absolutely by One Company or subject to any Rights or Conditions to or for the Benefit of the other Company, and if necessary such Arrangements to be observed in the Construction or Working or Use of the respective Railways, or either of them, as the Board or Arbitrator think expedient; and if such Alterations in the Lines and Levels cannot be effected within the Limits or under the Powers of Deviation conferred by this Act and the said Bill if passed into a Law, or either of them, the Board of Trade or the said Arbitrator may direct Application to be made to Parliament for further Powers by both or either of the said Companies, and may prescribe by which of the said Companies the Application shall be made and the Expenses thereof defrayed, or may apportion such Expenses between such Companies, and the Expenses of such Arbitration shall be paid by the Companies in equal Shares.

For the Protection of the Edgware, Highgate, and London Railway.

36. And whereas the Main Line of Railway by this Act authorized will, in the Parish of *Hendon*, be carried over the *Edgware, Highgate, and London* Railway (herein referred to as the *Edgware* Railway, and for which an Act was passed in the last Session), and according to the deposited Plans Lands which will be required for the *Edgware* Railway might

might be taken by the Company: Therefore, in the Exercise of the Powers of this Act, the Company shall be subject to the following Conditions and Restrictions:

Mode of crossing Edgware, Highgate, and London Railway.

(1.) They shall carry their Railway over the authorized *Edgware* Railway by a Bridge which shall be constructed under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *Edgware, Highgate, and London* Railway Company, and the Bridge and Works connected therewith shall be so constructed and maintained as not to alter or necessitate any Alteration of the authorized Line or Levels of the *Edgware* Railway, and the Company shall not in any way obstruct or interfere with the Construction of that Railway; provided that the *Edgware, Highgate, and London* Railway Company shall not, without the Consent of the Company under their Common Seal first had and obtained, raise the Level of the *Edgware* Railway as shown on the Section deposited with the Clerk of the Peace for the County of *Middlesex*, and referred to in the Act authorizing the Construction of the *Edgware* Railway:

As to Repair of Bridge over Edgware, Highgate, and London Railway.

(2.) The Company shall at all Times maintain the said Bridge and Works in complete and substantial Repair and Condition to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *Edgware, Highgate, and London* Railway Company; and if and whenever the Company fail so to do, the *Edgware, Highgate, and London* Railway Company may make and do such Works and Things as may be requisite in that Behalf, and the reasonable Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company, and in default of full Payment the Amount due may be recovered with full Costs by the *Edgware, Highgate, and London* Railway Company from the Company in any Court of competent Jurisdiction; and if any Dispute shall arise under this Act between the Company and the *Edgware, Highgate, and London* Railway Company or the Engineers, the Matters in dispute shall from Time to Time be decided by an Engineer to be appointed by the Board of Trade on the Application of either Company, and the Costs of such Arbitrations shall be paid by such One of the Companies or in such Proportions by the Two Companies as the Arbitrator may determine:

Traffic on the Edgware, Highgate, and London Railway not to be interfered with.

(3.) The Company shall not in the Execution or Maintenance of the Works by this Act authorized in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe User of the *Edgware* Railway and the safe Conduct of the Traffic thereon:

Company to acquire only an Easement in Lands of

(4.) With respect to any Land which the *Edgware, Highgate, and London* Railway Company are authorized to take, and which they will require for the Purposes of the *Edgware* Railway, and

the Edgware, Highgate, and London Railway Company.

and which the Company are by this Act also authorized to take, use, enter upon, or interfere with for the Purposes of their Railway, the Company shall not, except as after mentioned, purchase and take any of such Land, but the Company may purchase and take, and the *Edgware, Highgate, and London* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purpose of enabling the Company to construct the Railway firstly hereinbefore described, and to build and maintain the before-mentioned Bridge over the *Edgware* Railway: Provided always, that this Restriction upon the Company shall not continue in force if the *Edgware, Highgate, and London* Railway Company shall not prior to or within Three Months after the passing of this Act have purchased and taken such Land for the Purposes of the *Edgware* Railway:

Provision in case of Failure on the Part of the Edgware, Highgate, and London Company to acquire those Lands.

(5.) If the *Edgware, Highgate, and London* Railway Company shall not have purchased such Lands within the Period and for the Purposes aforesaid, then it shall be lawful for the Company to purchase the same for the Purposes of their Undertaking, and they shall either sell and grant to the *Edgware, Highgate, and London* Railway Company, and that Company in such Case may purchase and take, an Easement or Right of using the said Land for the Purposes authorized by "The *Edgware, Highgate, and London* Railway Act, 1862," or, at the Option of the *Edgware, Highgate, and London* Railway Company, the Company shall resell to that Company the Land so purchased, reserving to the Company an Easement or Right of using the said Land for the Purposes of this Act.

Mode of effecting Junction with the London and North-western Railway.

37. The Communication between the Railway secondly hereby authorized and the *London and North-western* Railway, and all such Interferences with the Works of the said Railway as may be necessary for effecting such Communication, shall be made and altered, repaired and maintained in a substantial Manner by means of Connexion Rails and Points of the Construction and laid in the Manner which the Engineer for the Time being of the *London and North-western* Railway Company shall from Time to Time require; and in case of any Difference arising as to the Mode of effecting the Communication, the same shall be determined by a Referee to be appointed at the Costs of the Company by the Board of Trade on the Application of either Company.

Company not to take Lands belonging to the London and North-western

38. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon or use, either permanently or temporarily, any of the Lands belonging to the *London and North-western* Railway Company, or to alter, vary, or interfere with the *London and North-western* Railway, or

any

any of the Works thereof, further or otherwise than is necessary for the proper and convenient Junction between their said Railway and the Railway hereby authorized, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *London and North-western* Railway Company. Railway Company without Consent.

39. The *London and North-western* Railway Company may from Time to Time erect, maintain, and alter such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons as they may deem necessary for the Prevention of Danger to, Detention of, or Interference with the Traffic at or near the said Junction; and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Persons, whether on the Land of the said *London and North-western* Railway Company or on the Land of the Company, shall belong exclusively to the *London and North-western* Railway Company; and all the Expense during each Half Year of erecting, altering, repairing, and maintaining such Signals, Works, and Conveniences, and of the Wages of such Watchmen, Pointsmen, and other Persons, and all incidental current Expenses shall, at the End of every Half Year, be repaid by the Company to the *London and North-western* Railway Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction. Signals, &c. to be erected, &c. and Persons appointed by London and North-western Railway Company at Point of Junction.

40. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *London and North-western* Railway Company, otherwise than is herein expressly provided. Saving Rights of the London and North-western Railway Company.

41. And whereas the Railway herein-before firstly mentioned will cross at Right Angles, and the Railway herein-before secondly mentioned would, if made according to the Centre Line shown on the Plans deposited as aforesaid, run parallel for some Distance to the authorized Line of the *Hatfield and Saint Alban's* Railway: Therefore nothing in this Act contained shall authorize the Company to construct the Railway herein-before secondly described through the Field numbered 53, in the Parish of *Saint Peter*, on the deposited Plans, so that the Centre Line thereof shall be at a greater Distance than Twenty Yards to the North-west of the South-east Corner of the said Field, without the Consent of the *Hatfield and Saint Alban's* Railway Company first had and obtained. Lands of Hatfield and Saint Alban's Railway Company not to be taken without Consent.

42. The Company shall construct the Bridge for carrying the Railway firstly herein-before described, and also the Bridge which will in consequence of the foregoing Provision become necessary for carrying the Railway secondly herein-before described over the *Hatfield and Saint Alban's* As to Bridge over Hatfield and Saint Alban's Railway.

Alban's Railway, to the reasonable Satisfaction of the Engineer for the Time being of the *Hatfield and Saint Alban's* Railway Company.

Saving Rights of Hatfield and SaintAlban's Railway Company.

43. Nothing in this Act contained shall extend to prejudice, diminish, alter, take away, or interfere with any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the *Hatfield and Saint Alban's* Railway Company.

Saving Rights of the Regent's Canal Company.

44. Inasmuch as the Railway is intended to be carried over the *Regent's* Canal, in the Parish of *Saint Pancras* in the County of *Middlesex*, by means of a Bridge, and over certain Lands used as a Reservoir for the Canal and belonging to the *Regent's* Canal Company, in the Parish of *Hendon* in the same County, by means of a Viaduct, it is expedient to make Provisions in respect thereof: Therefore, except as herein-after mentioned, nothing in this Act contained shall take away, diminish, or affect any of the Rights, Privileges, or Powers vested in the Company of Proprietors of the *Regent's* Canal, herein called "the *Regent's* Canal Company;" and the Company shall not, without the Consent of the *Regent's* Canal Company under their Common Seal, alter the Line or Level of the Canal or of the Towing-path thereof, or obstruct or impede the Navigation of the Canal, or divert, intercept, cut off, take, use, or diminish any of the Waters in the Canal or in the Reservoir, or which may be taken for the Use of or which supply the Canal or Reservoir, or injure or interfere with any of the Works of the Canal or Reservoir, or take or use, except for the limited Purposes herein-after mentioned, any Part of the Canal or of the Towing-path, Locks, Lay-byes, Wharfs, or Works connected with the Canal, or any Land belonging to the *Regent's* Canal Company; and the Company shall not, without such Consent as aforesaid, make any Deviation from the Level of the Railway as delineated on the deposited Plans and Sections thereof, so as to lower such Level where it crosses the Canal or Reservoir; and nothing herein contained shall compel the *Regent's* Canal Company to convey to the Company the Fee Simple of the Land belonging to them over which the Railway and the Works connected therewith are intended to pass, but the same shall remain vested in the *Regent's* Canal Company, subject nevertheless to the Right of the Company, and their Successors for ever, hereafter to construct and maintain the Railway and Works hereby authorized, and have, use, and possess such Way and Passage for the Railway and Works by means of a Bridge over the Canal and Viaduct over the Reservoir, as are hereby provided for, together with all Rights and Easements necessary to their due Use and Enjoyment of the same.

As to the Construction of Bridge overRegent's Canal.

45. For the Purpose of carrying the Railway over the *Regent's* Canal, the Company shall, notwithstanding anything in this Act contained, make and maintain a Bridge of Brick, Stone, or Iron over the Canal and the Towing-path thereof, and no Part of the Soffit or Underside of the Bridge

Bridge shall be less than Eleven Feet clear above the Level of the Top Surface of the Weir at *Saint Pancras* Locks of the Canal; and the Bridge shall be so constructed as to span the whole of the Canal and Towing-path without Obstruction, and to leave a clear, uniform, and uninterrupted Opening of Sixty Feet, measured at Right Angles to the Face of the Abutments, for the Waterway and Towing-path, and the present Line of the Towing-path shall not be altered or obstructed; and the Company shall make on the South Side of the Canal a Retaining Waterway Wall for a Distance of One hundred Feet in Length on each Side of the intended Railway Bridge; and all the before-mentioned Works shall be carried on and completed so and in such Manner that no Obstruction shall be caused to the Boats or Barges navigating the Canal, or the Horses towing the same; and the Company shall, during the Progress of constructing the Bridge and the Works connected therewith, and of any necessary Repairs thereof, at all Times leave an open and uninterrupted navigable Waterway in the Canal of not less than Forty Feet in Width of Water, with Six Feet for the Towing-path, and Ten Feet in Height, during the Time of constructing and putting in the Foundation Walls of the Abutments of the Bridge and the Retaining Waterway Wall up to One Foot above the Top-water Level of the Canal, and which Time shall not exceed Forty Days, and not less than Forty-three Feet for the Waterway and Ten Feet for the Towing-path shall be left during the Remainder of the Period of constructing or repairing the Bridge.

Viaduct to be constructed for the Purpose of crossing the Brent Reservoir.

46. For the Purpose of carrying the Railway across the Reservoir of the *Regent's* Canal Company, the Company shall make and maintain a Viaduct of Brick, Stone, or Iron over the Reservoir on the Land of the *Regent's* Canal Company in the Parish of *Hendon* through which the Railway shall pass, and the Arches of the Viaduct shall not be of less than Thirty Feet Span measured from the Face of each Abutment.

Company to construct and keep in repair the Bridge, Viaduct, and Works.

47. The Bridge and Viaduct and all the Works connected therewith respectively shall be constructed and for ever thereafter maintained in good, substantial, and Water-tight Repair by the Company; and so far as relates to all necessary Precautions for the Safety of the Canal and the Towing-path, the Reservoir, the Water in the Canal and Reservoir, and the Works connected with the Canal and Reservoir respectively, and for preserving a free and uninterrupted Passage along the Canal and Towing-path the Bridge and Viaduct, and all the Works connected therewith respectively, and all future Repairs thereof that may be required from Time to Time, shall be constructed and performed according to Plans and Specifications to be submitted to and subject to the reasonable Approval of the Engineer for the Time being of the *Regent's* Canal Company previously to the Commencement of the Works, which shall be commenced, carried on, and completed under the Superintendence and to the reasonable Satisfaction

Satisfaction of such Engineer; and in case during the Progress of any of the Works any Damage shall be occasioned to the Canal, Towing-path, Reservoir, or the Works thereof respectively, the Company shall, under such Superintendence and to such reasonable Satisfaction as aforesaid, restore the same to the same State and Condition as before the happening of any such Damage; and if the Works connected with the Bridge or Viaduct or any Part thereof shall be imperfectly constructed, or if at any Time or Times thereafter the Bridge or Viaduct or any Part thereof shall be out of repair, or if in sinking the Foundations for the Abutments of the Bridge or Viaduct, or the Works connected therewith respectively, or otherwise, any Loss of Water or any Obstruction of the Navigation of the Canal shall occur, and Notice thereof in Writing shall be given by any Agent of the *Regent's* Canal Company to the Company or their Secretary or other Officer, and the Company shall not for the Space of Fourteen Days after such Notice shall have been given, or forthwith if the Nature of the Case shall require it, well, sufficiently, and effectually amend such Construction, or repair such Bridge, Viaduct, or Works, or prevent such Loss of Water, or remove such Obstruction, as the Case may be, under such Superintendence and to such reasonable Satisfaction as aforesaid, and complete the same with all reasonable Expedition, it shall be lawful for the *Regent's* Canal Company from Time to Time to make good such Construction, to perform such Repairs, to prevent such Loss of Water, or to remove such Obstruction, as the Case may require, and the Company shall from Time to Time pay to the *Regent's* Canal Company or to their Treasurer for the Time being, within Fourteen Days after Demand, all the Costs and Expenses which may be incurred by them from Time to Time in and about the Superintendence and the Construction of all the herein-before mentioned Works and Repairs.

Bridge and Viaduct to be completed in Twelve Months.

48. The Bridge and the Viaduct and all the Works connected therewith respectively shall be completed within the Period of Twelve Months from the Day on which the same shall respectively be commenced, and if the Bridge or the Viaduct, or either of them, or the Works connected with either of them shall not be completed within that Period, the Company shall forfeit and pay to the *Regent's* Canal Company, as and for liquidated Damages, the Sum of Twenty Pounds for every Day after the Expiration of that Period until the Bridge or Viaduct and the Works connected therewith respectively shall be completed; and if in the Execution of any of the Works by this Act authorized to be made, or by reason or in consequence of any Act, Neglect, or Omission of the Company or of their Agents, Servants, or Workmen, or if in sinking the Foundations of the Abutments of the Bridge or Viaduct, or in consequence of any of the Works when made, the Water of the Canal shall leak, escape, or run to waste from the Canal or from the Reservoir, the Company shall pay to the *Regent's* Canal Company the Sum of Ten Pounds

Penalty for causing Loss of Water or

Obstruction in the Navigation of the Regent's Canal.

Pounds as and for liquidated Damages for every Nine thousand Cubic Feet of Water which shall have so leaked, escaped, or run to waste, and in the same Proportion for any greater or less Quantity; and if by reason of any of the Circumstances or Causes aforesaid it shall happen that the Navigation of the Canal or the Passage along the Towing-path thereof shall be so obstructed or interrupted as that Boats or Barges navigating the Canal or the Horses towing the same shall be impeded in their Passage or shall not be able to pass uninterruptedly along the Canal or Towing-path, or either of them, then and in any and every such Case the Company shall pay to the *Regent's* Canal Company the Sum of Ten Pounds as and for liquidated Damages for every Hour during which any and every such Obstruction or Interruption shall continue after Notice thereof shall have been given by any Agent of the *Regent's* Canal Company to the Company or their Secretary or other Officer; but if any such Obstruction or Interruption shall continue for the Space of more than Seventy-two consecutive Hours after such Notice, or shall be caused by any wilful Act, Neglect, or Omission on the Part of the Company or of any of their Agents, Servants, or Workmen, then and in every such Case the Company shall pay to the *Regent's* Canal Company or their Treasurer the Sum of Twenty Pounds as and for liquidated Damages for every Hour during which such Obstruction or Interruption shall continue.

Regent's Canal Company and others not to be precluded from recovering special Damages.

49. Nothing herein contained shall extend to prevent the *Regent's* Canal Company, or any Owner of Boats or Barges, or any other Person whomsoever using or navigating the Canal, from recovering from the Company any special Damage that may be sustained by them or any of them, or that they or any of them may be liable to pay and shall pay for or on account or by reason or in consequence of the wilful Acts, Neglects, or Defaults of the Company, or in consequence of the flowing or Escape of the Water out of the Canal or the Reservoir, if the same shall be caused or happen by reason of the making or maintaining of the Railway, or of the Bridge or Viaduct, or the Works connected therewith respectively, beyond the Amount of such liquidated Damages as aforesaid, and the *Regent's* Canal Company and any such Owner or other Person are hereby authorized to sue for and recover such special Damages in any Court of competent Jurisdiction.

Saving Rights of the Grand Junction Canal Company.

50. And whereas the Railway herein-before firstly described is at various Points in the Parishes of *Aldenham* and *Saint Stephen*, in the County of *Hertford*, intended to be carried over a Stream which flows into the River *Colne*, and serves to convey Water to the *Grand Junction* Canal from the Reservoir in the Parishes of *Aldenham* and *Whichurch* belonging to the Company of Proprietors of the *Grand Junction* Canal (herein-after called the *Grand Junction* Canal Company), whereby the Flow of Water in the said Stream may be impeded, and the Supply of Water therefrom and from the said Reservoir to the said Canal affected,

and it is expedient to provide against Injury being occasioned by means of the said Railway to the said Canal, or to the Flow of Water thereinto: Therefore, except as by this Act is expressly provided, nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Grand Junction* Canal Company, or authorize or empower the Company to divert any of the Water of the said Stream from the said Canal, or to impede its Flow, or to injure any of the Works or other Property of the said Canal: Provided nevertheless, that, subject to the aforesaid Provisions, the Company may divert or alter the Course of the said Stream, if they shall think it necessary so to do.

Directing the Mode of constructing Bridges over Stream of which Grand Junction Canal Company are joint Owners.

51. In carrying the said Railway over the said Stream the Company shall and they are hereby required at their own Expense, and to the reasonable Satisfaction of the Engineer for the Time being of the *Grand Junction* Canal Company, to make and at all Times for ever thereafter to maintain and keep in repair at each of the said Crossings thereof a good and substantial Bridge over the said Stream; and the Soffit of the Arch or Girders of such Bridge shall be at least Three Feet above the ordinary Top-water Level of the said Stream at the Centre of the Waterway, and no Part of the Arch or Girders shall be less than One Foot above the said Top-water Level of the said Stream, and the Span of the Arch of such Bridge shall be such as shall leave under such Bridge a clear and uninterrupted Width of Ten Feet, measured at Right Angles to the Course of the said Stream.

Company not to obstruct the said Stream during Works.

52. During the Erection of the said Bridges over the Stream, and at all future Times during the Repairs thereof, no Obstruction shall be occasioned to the Flow of the Water therein, but at all Times during such Erection and Repairs a Waterway of not less than Five Feet and a clear Height over the said Stream of not less than Six Inches from the Top-water Level thereof shall be left at each Crossing of the Stream by the said Railway, and such Bridges shall be constructed as regards their Form and Dimensions to the reasonable Satisfaction of the Engineer for the Time being of the said *Grand Junction* Canal Company.

As to Repair of Bridges over Stream, &c.

53. In case any of the Bridges to be erected for carrying the said Railway over the said Stream, or the Walls under the said Bridges, or the Approaches, Sides, Slopes, or Banks of the said Railway next to the said Stream, or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the *Grand Junction* Canal Company to do the needful Repair, and to recover the Amount of the Expenses of such Repair from the Company by Action at Law, with full Costs of Suit, in any Court of Law now or hereafter to be established.

54. Nothing

Canal Company not to be prevented from recovering special Damage.

54. Nothing herein contained shall extend to prevent the *Grand Junction* Canal Company from recovering against the Company any special Damage that may be sustained by the *Grand Junction* Canal Company on account of the Defaults or wilful Acts of the Company contrary to the Provisions of this Act, and the *Grand Junction* Canal Company are hereby authorized to sue for and recover such special Damages accordingly.

As to proposed Diversion of Metropolis Turnpike Roads.

55. Whereas it is intended for the Purposes of this Act to divert the *Old Saint Pancras Road*, being One of the Roads under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, by carrying the same to the Eastward of the present Line of Road between the End of *Church Hill* and *Red Lion Passage* in the Parish of *Saint Pancras*, as shown on the deposited Plan: Therefore it shall not be lawful for the Company in any way to obstruct or interfere with the said *Old Saint Pancras Road*, or to commence any Works causing any Danger or Inconvenience to the Passengers or Traffic on the same Road, until the new Road proposed to be formed in diversion of the same shall have been formed and finished and completed, with all such Works and in such Manner as herein-after mentioned, to the Satisfaction of the General Surveyor of the same Commissioners; and the proposed new Road shall be for ever thereafter under the Charge of the same Commissioners as a Turnpike Road, in like Manner in all respects as the said *Old Saint Pancras Road*, and as if the same had been comprised in the Acts Seventh *George* Fourth, Chapter One hundred and forty-two, and Tenth *George* Fourth, Chapter Fifty-nine, subject to any Act which has passed or may pass in the present Session of Parliament affecting the said *Old Saint Pancras Road*.

Works to be done in respect of the Metropolis Turnpike Roads.

56. And whereas it is intended to carry the Railway by this Act first authorized to be made under the *Finchley Road* about Two hundred Yards South of the *Hampstead Junction* Railway Station in the Parish of *Hampstead*, and also to carry the same Railway under the *Kentish Town Road* at or near to the End of *Gloucester Place* in the Parish of *Saint Pancras*, and also to carry the same Railway under the *Camden Road* at or near to the End of *Camden Road Mews* in the said Parish of *Saint Pancras*, and also to carry the same Railway over the said proposed new or diverted Road between the End of *Church Hill* and *Red Lion Passage* at a Point near to *King's Place* in the said Parish of *Saint Pancras* and all the said Four Roads are or are to be Turnpike Roads under the Charge of the same Commissioners: Therefore it shall not be lawful to raise the *Finchley Road* more than Eight Feet, and the same Road when raised shall be carried Northward in One uniform Inclination from the Crown of the Arch of the Bridge supporting the same to the Crown of the Arch over the *Hampstead Junction* Railway, and Southward in One uniform Inclination of One in Forty-two, except

the extreme Southern End of the said raised Road, which for a Length of Two hundred Feet shall be at an Inclination of One in Sixty; and the Levels of the *Hampstead Road*, the *Kentish Town Road*, and the *Camden Road* shall be unaltered; and the Bridge over the said proposed new or diverted Road in lieu of the said *Saint Pancras Old Road* shall be of a Span not less wide than Sixty Feet measured on the Square, and shall leave a Headway over the said Road and every Part thereof of not less than Sixteen Feet, and over the Footpaths and every Part thereof of not less than Eight Feet; and all Bridges under any of the said Roads shall be of Length enough to support the present Width of the Roads and Footpaths over the same, and not less than Sixty Feet measured on the Square; and the Bridge over the said new or diverted Road, and all the Roads over any of the said Railways, shall have Parapet Walls or Iron Plates or other close Fences on each Side thereof, to the full Length of the said Bridges over or under the said Roads respectively, and from both Ends of all such Parapet Walls, Plates, or Fences, screen Walls or close Fences shall be made and carried for One hundred and fifty Feet in continuation of such Parapet Walls, Plates, or Fences along both Sides of the Railways or Roads as the Case may be, and all such Parapet Walls, Screen Walls, and close Fences shall be throughout of the Height of Six Feet Six Inches at least from the Railway or Centre of the Surface of the Road by the Side of which they are made and carried; and over or under (as the Case may be) all the said Bridges, and for One hundred Feet on each Side thereof, Granite Curbs Twelve Inches by Eight, and also, if the Roads be altered so far, paved Water Channels Eighteen Inches wide, shall be set at the Edges of all Footpaths by the Side of the said Roads, and the said new or diverted Roads shall at all necessary Times be well and effectually lighted and kept lighted underneath the said Bridge; and the proposed new Road shall be made throughout of the Width of Sixty Feet, of which Forty Feet shall be hard Road and Ten Feet on each Side raised Footpath, and shall have throughout their whole Length Granite Curbs and paved Water Channels of the Dimensions aforesaid by the Side of the said Road and at the Edge of the Footpaths, and no Part of the proposed new Road shall incline at a steeper Inclination than One in One hundred; and the *Finchley Road* where raised shall be of the same Width as the present Road and Footpaths so to be raised, and so much shall be formed as hard Road and so much as raised Footpath as shall be required by the General Surveyor of the same Commissioners, and the same Road shall have good and substantial Fences fencing the said Road, and Footpaths on both Sides thereof, and as well the proposed new Roads as the raised *Finchley Road* shall be made of such Materials, and of such Quantity and Quality of each Material, as shall be required by the said General Surveyor, and shall be well and effectually drained by all necessary connecting Drains, Gullies, Cesspools, and Gratings; and the Company shall at their own Expense do all the Works hereinbefore

before required to be done in respect of the said Roads, and provide all the Materials necessary for the same, to the Satisfaction of the said General Surveyor, and shall at their own Expense for ever hereafter maintain the said Bridges, Embankments, Parapet Walls, Screen Walls, close and other Fences, and Drains, and light and keep lighted the said Bridge as aforesaid.

For the Protection of the Roads during Progress of Works and afterwards.

57. It shall not be lawful for the Company to commence any Works connected with or affecting the said Turnpike Roads until Seven Days after the Company shall have given Notice of their Intention so to do, and shall have delivered Plans and Drawings of the same to the General Surveyor of the said Commissioners, and shall have explained in Writing to him in what Way it is proposed to carry on such Works: In constructing the Bridge carrying the said Railway over or under each of the said Four Roads only One Half of the Surface of each such Road and One Footpath shall be first interfered with, leaving the other Half and One Footpath of the said Road for the Use of the Public until such Time as it is certified in Writing by the said General Surveyor of the said Commissioners that the Half of the said Road and the Footpath first interfered with have been restored to a good and proper State for the Safety and Convenience of the Public, when it shall be lawful for the Company to shut up the other Half of the said Road and the other Footpath respectively; and all necessary Measures of Precaution for the public Safety during the Progress of the Works of the Company, including the fencing of the Works and lighting and watching the same, shall be adopted by and at the Expense of the Company, and the Company shall be answerable for all Accidents and Damages which may happen by reason of any of the said Works of the Company, and shall save harmless the said Commissioners in respect thereof; and the Company shall finish and complete all Works, Matters, and Things connected with the crossing of any Roads, and give or restore to the Public the uninterrupted Use of the same Roads and Footpaths, within Twelve Months from the Day on which the same Roads shall be first commenced or interfered with; and all such Works shall be done under the Direction and Superintendence from Time to Time and to the Satisfaction of the General Surveyor, and the Materials thereof shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Descriptions respectively as shall be approved of by the General Surveyor; and in case the Company shall fail to do or to maintain and repair any Works according to the Provisions herein-before contained, and the Company shall not, upon being by the General Surveyor required so to do, proceed forthwith to do or to repair such Works to his Satisfaction, then and in any of such Cases it shall be lawful for the General Surveyor to cause all such Works and Repairs to be done and made as he in his Discretion shall think fit, and all Costs and Expenses of such Works and Repairs shall be paid on Demand by the Company, or in

default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

Alterations may be made in the Works with Consent of the Commissioners of Roads.

58. It shall be lawful for the said Commissioners and Company to agree with each other for the Alteration and Protection of the said Roads in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the Company of all such Works as may be necessary or expedient for the Purposes aforesaid; and in case of any such Agreement it shall not be binding on the Company to do such of the Works, Matters, and Things required to be done by them as shall be by the said Agreement expressly dispensed with by the said Commissioners.

For Protection of Sewers of Metropolitan and other Boards.

59. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," or any Act or Acts amending the same or extending the Powers thereof, or with any Sewers or Works to be made or executed by the said Boards or Vestry, or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they shall have given to the said Metropolitan Board or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section showing the Course and Inclination thereof and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all Orders, Directions, and Regulations of the said Metropolitan Board and of the respective Boards or Vestries in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as such Boards or Vestries respectively may deem necessary, for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before referred to by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metro-

Metropolitan Board, District Board, or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board or any District Board or Vestry may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to such Boards or Vestry by the Company on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

As to proposed Diversion of Old Saint Pancras Road.

60. In the proposed Diversion of *Old Saint Pancras Road*, and the Construction of a new Line of Communication from the *Wharf Road* and intersecting *Spann's Buildings*, *King's Place*, and *Church Hill* respectively, the Road shall be constructed with a curved Approach, with a Radius of Sixty Yards in line with the present Buildings lying between *Clarence Passage* and *Red Lion Passage*, and the Angle opposite No. 621 on the Plan shall be curved at a similar Radius, so as to preserve Uniformity of Street Communication, and the obtuse Angle, as shown on the Plan in *Upper Cambridge Street*, shall be altered to a Curve of a Radius the Centre Line of which within the Lines of Roadway shall be Sixty Yards.

As to Widths and Headway for Roads and Streets.

61. Wherever the Railway shall be carried across any public Carriage Road or public Street it shall be made there and shall thenceforth be maintained so as not to lessen the present clear Width of such Road or Street, including the Footway (where a Footway now exists), and with a Headway of the clear Height of Sixteen Feet throughout the whole Width of such Road or Street; and the Company shall not execute or commence the Execution of any Bridges proposed to be constructed for the Purpose of carrying the intended Railway over any Road or Street or Way within the Area under the Jurisdiction of the Metropolitan Board of Works until they shall have given to the said Metropolitan Board of Works Twenty-one Days Notice in Writing of their Intention to commence the same, by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and until the said Board shall have

have signified their Approval of the same, unless the said Board do not signify their Approval, Disapproval, or other Directions within Twenty-one Days after Service of the said Plans, Elevations, Sections, and other Particulars as aforesaid; and the Company shall comply with and conform to all Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as the said Board may deem necessary, for the proper Execution of the said Works, and for preventing Interference of Traffic, Injury, Impediment, Unsightliness, or Depreciation of the Property in the said Streets, Roads, or Ways by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works at the Costs, Charges, and Expenses in all respects of the 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; provided that if the said Board and the said Company shall differ as to any such Plans, Elevations, and Sections as aforesaid, or the Mode of carrying out the same, or any of the Works hereby authorized, such Difference shall be referred to an Engineer to be named by the Board of Trade to determine the same.

Provision for Protection of Property of Inhabitants of Saint John, Hampstead.

62. For the Protection of the Property, Rights, and Interests of the Inhabitants of the Parish of *Saint John, Hampstead*, represented by the Vestry of the said Parish (hereafter in this Section called the Vestry) the following Provisions shall take effect respecting the Company's Works within that Parish:—

(1.) At the Point where the first-mentioned intended Railway intersects the Carriage Road called *Park Road*, the Company shall construct a Bridge for carrying that Road over the Railway, the Road over the Bridge having a clear Space between the Fences thereof of not less than Fifty Feet, and shall carry a Sewer over the open Cutting for the Railway at or near that Point, such Sewer being of the same internal Area and Depth as the present Sewer in *Park Road*:

(2.) At the Point where the same intended Railway intersects the Carriage Road called *Upper Park Road*, the Company shall construct a Bridge for carrying that Road over the Railway, the Road over the Bridge having a clear Space between the Fences thereof of not less than Fifty Feet, and shall carry an egg-shaped Sewer over the open Cutting for the Railway at or near

near that Point, such Sewer being of not less Dimensions than Three Feet Nine Inches by Two Feet Six Inches in the clear, and not less than Twelve Feet deep under the existing Level of the Road at the Point of crossing:

(3.) At the Point where the same intended Railway intersects the *Marylebone and Finchley* Turnpike Road, the Company shall carry an egg-shaped Brick Sewer of not less Dimensions than Three Feet Nine Inches by Two Feet Six Inches in the clear Westward from that Road along the South Side of the Railway to the Point where the Railway intersects an open Sewer, and shall carry such open Sewer under the Railway from the South to the North Side thereof at a Depth of not less than Eight Feet from the Surface of such open Sewer, the internal Dimensions of such Sewer to be not less than Four Feet by Four Feet in the clear:

(4.) At the respective Points where the same intended Railway intersects the Carriage Roads called respectively *West End Lane* and *Mill Lane*, the Company shall construct Bridges for carrying those Roads respectively over the Railway, the Roads over those Bridges having respectively clear Spaces between the Fences thereof of not less than Forty Feet:

(5.) At the Point where the same intended Railway intersects the ancient Church Footpath leading from *West End* to *Kilburn*, the Company shall construct a Bridge for carrying the Railway over the Footpath of such Dimensions and Construction as may be settled by the Company's Engineer and the Surveyor of the Vestry, or, in the event of Difference between them, by an Engineer nominated by the Board of Trade:

(6.) At the respective Points at which the public Footpaths within the said Parish passing over the Property referred to on the deposited Plans by the Numbers 70, 72, 97, and 112 are intersected or interfered with by the same intended Railway, the Company shall construct or execute such Bridges or other Works for preventing Obstruction or Injury to such respective Footpaths as may be settled by the Company's Engineer and the Surveyor of the Vestry, or, in the event of Difference between them, by an Engineer nominated by the Board of Trade:

(7.) At the respective Points where the said intended Railway intersects the open Sewers under the Control of the Vestry passing over or adjoining to the Property referred to on the deposited Plans by the Numbers 62, 64, 66, 67, 70, 76, 85, 91, 92, 93, 97, 100, 101, and 104, the Company shall construct a covered Brick Sewer under the Railway at and in such Depth, Course, and Position, and of such Dimensions and Construction as may be settled by the Company's Engineer and the Surveyor of the

Vestry, or, in the event of Difference between them, by an Engineer nominated by the Board of Trade, but so that the Bottom of the Interior of every such Brick Sewer shall be at a Depth of not less than Eight Feet below the present Level of the Bottom of any such open Sewer:

(8.) The several Works which the Company is by the present Section required at any Time to construct shall be constructed at the Expense of the Company, and shall be always maintained and kept in good Repair and Condition by and at the Expense of the Company, and the same shall in all respects be constructed, maintained, and kept in repair and good Condition to the Satisfaction of the Surveyor of the Vestry, or in the event of Difference respecting the same between the Company's Engineer and such Surveyor, then according to the Opinion and Directions of an Engineer nominated by the Board of Trade, and in that Case and in all other Cases arising under the present Section all the Expenses of and connected with the reference of any Matter to an Engineer nominated by the Board of Trade shall, if such Engineer think fit, be borne by the Company:

(9.) If in any Case the Company refuse or neglect to construct, maintain, or keep in repair and good Condition any Work which they are by this Section required to construct, maintain, or keep in repair and good Condition, the Vestry may construct and from Time to Time repair the same (as the Case may require) at the Expense of the Company, and the Amount expended by the Vestry in so doing, and also the Amount of any Expenses to which they may be put in connexion with the Reference under the present Section of any Matter to an Engineer appointed by the Board of Trade, if such Amount respectively is not paid to the Vestry by the Company on Demand, may be recovered by the Vestry from the Company, with Costs, by Action in any Court of competent Jurisdiction, or when such Amount respectively does not exceed Fifty Pounds, the same may be recovered by the Vestry from the Company, with Costs, in such Manner as a Penalty is or may be recoverable from the Company.

Saving Rights of Parish as represented by Vestry.

63. Nothing in this Act shall be deemed to prejudicially affect any of the Property, Rights, or Interests of the Inhabitants of the said Parish represented by the Vestry further or otherwise than as in this Act is expressly provided.

Provisions for Protection of Property of

64. For the Protection of the Property, Rights, and Interests of *Adam Rivers Steele*, the Owner of certain Lands in the Parish of *Hendon*, which will be affected by the said first-mentioned intended Railway, the following

following Provisions shall take effect and shall be observed and performed by the Company: Adam Rivers Steele.

(1.) At the Point where the first-mentioned intended Railway shall intersect the public Carriage Road called *Childs Hill Lane*, numbered 4, in the said Parish of *Hendon*, on the said Plans, the said Railway shall be made and shall thenceforth be maintained there so that the Arch or Bridge to be made over the said Road shall not have a Span of less than Thirty Feet in the clear, measured from the Face of the Abutments of the said Arch or Bridge, and so that the clear Width of the said Road there shall be Thirty Feet at the least, and so that the Height of the Headway under the said Arch or Bridge shall not be less than Sixteen Feet in the clear throughout the whole Width of such Road:

(2.) No Alteration shall be made in the said Road so as to make any Part thereof incline at a steeper Inclination than One in Thirty:

(3.) For the Purpose of well and effectually draining and keeping drained that Part of the said Road of which the Level shall be altered for making the said Railway, the Company shall, at their Expense, make, do, perform, and for ever hereafter maintain all necessary and proper Drains, Culverts, Gullies, Cesspools, Gratings, and Works to the reasonable Satisfaction of the said *Adam Rivers Steele*, his Heirs or Assigns, or in the event of Difference respecting the same between the Company and the said *Adam Rivers Steele*, his Heirs or Assigns, then to the Satisfaction of an Engineer to be from Time to Time or at any Time nominated by the Board of Trade on the Application of either Party; and in all Cases arising under the present Section all the Expenses of and connected with the Reference of any Matter to any such Engineer shall, if such Engineer think fit, be borne by the Company:

(4.) If in any Case the Company refuse or neglect to do or construct, or to maintain or keep in repair and good Condition any Work which the Company are by this Section required to do, construct, maintain, or keep in repair and good Condition, the said *Adam Rivers Steele*, his Heirs or Assigns, may do, construct, and from Time to Time repair the same (as the Case may require) at the Expense of the Company, and the Amount expended by him or them in so doing, and also the Amount of any Expenses to which he or they may be put in connexion with the Reference under the present Section of any Matter to an Engineer appointed by the Board of Trade, if such Amounts respectively be not paid to the said *Adam Rivers Steele*, his Heirs or Assigns, by the Company on Demand, may be recovered by him from the Company, with Costs, by Action in any Court

Court of competent Jurisdiction, or when such Amount shall not exceed Fifty Pounds, the same may be recovered by him from the Company, with Costs, in such Manner as a Penalty is or may be recoverable from the Company:

(5.) Nothing in this Act shall be deemed to prejudicially affect any of the Property, Rights, or Interests of the said *Adam Rivers Steele* further or otherwise than as in this Act is expressly provided.

Provision as to Construction of certain Roads in the Parish of Saint John, Hampstead.

65. The Bridges to be constructed by the Company for carrying the Roads called *Park Road* and *Upper Park Road* in the Parish of *Saint John, Hampstead*, over the Railway first herein-before described, shall be constructed of an ornamental architectural Character; and the Company shall construct on both Sides of the said Railway where the same shall pass in cutting through the Lands numbered on the deposited Plans 2, 4, 6, and 8, in the said Parish of *Saint John, Hampstead*, a Brick Wall not less than Five Feet high above the Surface of the Ground, and a similar Wall in continuation of the said Walls over the Tunnel in the said Piece of Land numbered 8 on the deposited Plans, for the Purpose of fencing off the adjoining Land from the said Railway.

Provision with respect to Houses in Camden Square.

66. Whereas the Railway firstly herein described will pass through *Camden Square* in the Parish of *Saint Pancras*, and certain of the Houses in the said Square, and Part of the Garden Ground or Enclosure in the said Square will be required to be taken by the Company for the Construction of the said Railway, and the Occupiers of the Houses in the said Square are entitled in common to the Use and Enjoyment of the said Garden Ground or Enclosure: And whereas the Construction of the Railway may prejudicially affect the Value of the Houses in the said Square, and interfere with the Comfort of the Inhabitants thereof: Therefore, in order to remove all Doubts and Questions which might otherwise arise, all Persons being Owners, Lessees, or Occupiers of or otherwise interested in any of the Houses in *Camden Square*, whether taken or used for the Purposes of this Act or not, shall be entitled to Compensation for the Damage actual and consequential which may be sustained by them, or any of them, in respect of any such Houses, or the said Garden Ground or Enclosure, in consequence of the Construction of the said Railway through the said Square, and in consequence of the Deterioration or Depreciation in Value of the said Houses which may be occasioned by reason of the Exercise of any of the Powers by this Act or the General Acts incorporated therewith vested in the said Company, such Compensation to be ascertained and paid in manner provided by "The Lands Clauses Consolidation Act, 1845:" Provided, nevertheless, that the Company shall have the Option of purchasing the House or Houses in respect of which such Compensation is claimed, although the Company shall not actually require any Part or Parts of such House or

Houses

Houses for the Purposes of this Act in addition to that Part of the said Garden Ground or Enclosure which they shall require for the same Purpose: Provided also, that the Company shall not be compellable to purchase any House in *Camden Square* unless they shall require some Part of such House for the Purposes of this Act in addition to that Part of the said Garden Ground or Enclosure in the said Square which they shall require for the same Purpose.

As to Construction of Railway through Camden Square.

67. In constructing the said Railway firstly described through *Camden Square* and adjacent thereto, the following Provisions shall be observed by the Company:

Between the South Side of the Street called *Saint Paul's Road* and the North Side of the Place called *Camden Road Mews* the Railway shall be constructed by means of a covered Way, and without any Shaft for Ventilation:

The Garden Ground or Enclosure in *Camden Square* shall be restored to its present Form and Level, and the Plantation therein restored by properly replanting the Ground, and such Garden Ground or Enclosure and Plantation shall be left open for the Use of the Inhabitants of *Camden Square*, and the Works of the Railway through *Camden Square* shall be completed so that the Surface of the Garden shall be restored to its present Form and Level and re-opened for the Use of the Inhabitants of the said Square within Six Months from the Day of the Commencement of any Works of the Company in the said Square or Garden Ground; and if the said Works are not so completed and the Surface so restored within the said Space of Six Months, the Company shall pay to the Treasurer of the Garden Committee of *Camden Square*, by way of liquidated Damages, Twenty-five Pounds for every Day beyond the Six Months during which the said Works shall be incomplete, and the Damages so paid shall be divided by the said Treasurer equally among the Occupiers of the Houses in the said Square; provided that if there be no such Occupier, the Share of such Damages which would otherwise have been paid to such Occupier shall be paid to the Owner of the House:

No Building shall ever be erected by the Company on the Garden Ground of *Camden Square*:

The Company, within Three Years after the Commencement of any of their Works in *Camden Square*, shall either rebuild over the Railway Houses in lieu of those which they may take down in *Camden Square*, with similar Front Designs facing the Square, or, at the Option of the Company, shall plant and for ever maintain as Ornamental Ground the Ground on which the Houses stood which shall be so taken down as aforesaid:

During the Progress of the Works One Half at least of the Public Road round *Camden Square* shall always be left free for Use.

Railway to be carried across Brewer Street, &c. by a Bridge as herein stated.

68. The Railway shall be carried across the Street called *Brewer Street*, *Wharf Road*, or *Saint Pancras Road*, in the same Parish, by a Bridge of not less than Fifty-five Feet in Width, such Width to be measured on the Square to a Line in the present Direction of the Centre of the *Wharf Road*, and with a Headway not less than Sixteen Feet for the same Width of Fifty-five Feet.

Bond to be entered into for Performance of Conditions as to Saint Pancras Parish.

69. The Company shall, before giving Notice of their Intention to break up any Road, Street, Carriage or Foot Way, or to open any Sewer, Drain, or Gully, under the Control of the Vestry of the Parish of *Saint Pancras*, or to commence the Construction of any Part of the Railways or Works by this Act authorized, within the Parish of *Saint Pancras*, which will interfere with any such Road, Street, Carriage or Foot Way, Sewer, Drain, or Gully, give to the Vestry of the said Parish a Bond under the Common Seal of the Company in a penal Sum of Fifteen thousand Pounds conditioned for the Payment by the Company of any Costs, Charges, and Expenses to which the said Vestry may be subjected by the Nonobservance and Nonperformance by the Company of all and singular the Clauses, Conditions, and Agreements, Matters and Things, herein contained concerning the said Parish.

Fourteen Days Notice to be given to Surveyor of Parish of Saint Pancras before breaking up Roads, &c.

70. Before the Company shall break up any Part of any Road, Street, Carriage or Foot Way, or open any Sewer, Drain, or Gully, or commence the Construction of any Part of the Railways or Works by this Act authorized which will interfere with any Sewer, Drain, or Gully within the said Parish of *Saint Pancras*, which for the Time being is under the Control of the Vestry of the said Parish, they shall give to the said Vestry, or to their Chief Surveyor or other Officer authorized to receive the same, Notice in Writing of their Intention to break up or open such Road, Street, Carriage or Foot Way, Sewer, Drain, or Gully, or to commence the Construction of such Part of the said Railways or Works, and such Notice shall be given not less than Fourteen Days before commencing the Works, anything in "The Railways Clauses Consolidation Act, 1845," contained to the contrary notwithstanding; and such Notice shall be given by delivering the same personally to such Chief Surveyor or other Officer, or by leaving the same at their respective Offices, and shall specify the Part of the Road, Street, Carriage or Foot Way, or the Position of the Sewer, Drain, or Gully, intended to be broken up or opened, or the Situation of such Portion of the Railways and Works about to be commenced by the Company as the Case may be.

Works to be executed under Superintendence of Surveyor of Roads.

71. No such Road, Street, Carriage or Foot Way, and no such Sewer, Drain, or Gully, shall be broken up or opened except under the Superintendence of the said Chief Surveyor or other Officer aforesaid: Provided always, that if the said Chief Surveyor or other Officer fail to attend at the Time fixed for the breaking up of any such Road, Street, Carriage or Foot

Foot Way, or opening of any such Sewer, Drain, or Gully, after having had such Notice of the Intention of the Company as aforesaid, or shall refuse or neglect to superintend the Operation, the Company may perform the Works specified in such Notice without the Superintendence of the said Chief Surveyor or other Officer.

Certain Sewers to be made before Streets stopped up.

72. No Works which will interfere with any Sewer, Drain, or Gully under the Control of the Vestry of the Parish of *Saint Pancras* shall be commenced by the Company in front of, across, or abutting upon any Road or Street within the said Parish of *Saint Pancras* until Sewers have been made in and under every such Road or Street; and before the Company shall open or otherwise interfere with any such existing Sewer, such Sewer shall be diverted in such Manner and such other Works shall be constructed as shall be necessary for preventing any Danger or Inconvenience arising from the Works of the Company, and after the said Sewers are completed or altered they shall be as fully under the Direction, Jurisdiction, and Control of the said Vestry as any other Sewers or Works in the said Parish of *Saint Pancras* now are or hereafter may be; provided that all such Sewers shall be made or diverted and such Works shall be constructed in such Manner as shall be mutually agreed upon between the said Chief Surveyor and the Company, or, failing Agreement, as shall be settled by an Engineer appointed as in this Act provided, and shall be made and constructed by the Vestry at the Expense of the Company; provided that the Restriction imposed upon the Company by this Enactment shall not be in force if within Fourteen Days after Notice in Writing by the Company the Vestry shall not commence every such Sewer, or if they shall not proceed with due Diligence in the Execution thereof.

Company to complete Works in Saint Pancras within Three Months.

73. When and so often as the Company shall, under the Powers herein contained, break up or disturb, or cause to be broken up or disturbed, any Part of the Soil or Surface of any Street or Road or of any Footway in the said Parish of *Saint Pancras* for any of the Purposes of this Act, the Company shall, within Three Months after any such Street, Road, or Footway shall have been respectively broken up as aforesaid, complete and finish the Works of the Company, and as soon as the Works shall have been constructed it shall be lawful for the Vestry of the said Parish to make good and repair any such Street, Road, or Footway, and the Expense thereof or occasioned thereby shall be paid by the Company to the said Vestry within One Month after the same shall be demanded by them or their Chief Surveyor; and it shall be lawful for the said Vestry or their Chief Surveyor at all Times during the Construction or Repair of the said Works, or any Part or Parts thereof, over, through, upon, along, or under any such Street, Road, or Footway, to have Access to such Works, and to cause any Part of such Streets, Roads, or Footways to be enclosed, watched, and lighted, as and when

and

and in such Manner as to them or him may seem necessary, and every Expense occasioned thereby or incidental thereto, including the Costs of any such Superintendence, shall be paid by the Company on Demand to the said Vestry, and the Company shall also defray the Expense incurred by the said Vestry in maintaining and keeping in repair such Streets, Roads, and Footways for Four Years next after the same shall have been so paved as aforesaid.

When Works cause a Diversion of Traffic in Saint Pancras, Diversion to be approved by Surveyor.

74. Before the Company shall commence any Works which shall require the stopping up temporarily or the Diversion of any Thoroughfare within the said Parish of *Saint Pancras*, or shall cause any Obstruction to the passing of Passenger or other Traffic along any such Thoroughfare, every such stopping up, Diversion, or Obstruction shall be subject to the Approval of the said Chief Surveyor, and the Company shall, before commencing such Works, at their own Expense, make all such temporary Bridges for the Passage of such Traffic as the said Chief Surveyor shall in Writing require; and it shall be lawful for the said Vestry to employ a sufficient Number of Officers or Servants to regulate the Course of all such Traffic as may be diverted by reason of any of the Works of the Company within the said Parish, and all reasonable Costs and Charges occasioned by and incident to the Employment of such Officers or Servants shall be paid on Demand by the Company to the said Vestry.

Company to pay to Vestry of Saint Pancras Proportion of extra Costs incurred by them in repair of Streets.

75. And whereas during the Construction of the Works of the Company in the Parish of *Saint Pancras* the Vestry of that Parish will be put to additional Expense in the Repair of the Streets and Roads in the Neighbourhood of the said Works, therefore the additional Expenses which the said Vestry may so incur shall be ascertained, and an Account thereof shall be rendered to the Company on the First Day of *January* in every Year; and unless the Company and the Vestry agree, an Arbitrator shall be appointed in manner provided by "The Common Law Procedure Act, 1854," who shall investigate in case of Dispute the Correctness of the Expenses comprised in such Account, and determine the Amount thereof to be paid by the Company, which shall forthwith be paid by them accordingly, and the Costs of the Reference shall be regulated by the said last-mentioned Act.

Pancras Road not to be diverted without extending Aldenham Street.

76. And whereas according to the deposited Plans a certain Road called *Pancras Road* is proposed to be diverted, and it is expedient that a Street called *Aldenham Street* should be extended up to the said *Pancras Road* when diverted, therefore the Company shall before stopping up any Part of the said *Pancras Road* continue the said Street called *Aldenham Street* in a straight Line Eastward, so that it may run into and be connected with the said *Pancras Road* as diverted.

77. Not-

Before Dale Road is stopped up another Road to be made.

77. Notwithstanding anything in this Act contained, the Company shall not permanently stop up *Dale Road* in the said Parish of *Saint Pancras* until they shall have substituted in lieu thereof some other Road, of not less than Forty Feet in Width in the clear, for the Accommodation of Traffic passing to the *Kentish Town* Station of the *Hampstead Junction* Railway, at some Points between the said Road and *Southampton Road* in the same Parish.

As to Inclination of Carker's Lane.

78. In carrying *Carker's Lane* in *Kentish Town* over the Railway, the Inclination of the Bridge and Approaches shall not be steeper than shall be necessary, so as to admit of the said Lane to be carried under the *Hampstead Junction* Railway with a sufficient Headway.

Bridges over Railway to be paved.

79. Every Bridge to be constructed in the said Parish of *Saint Pancras* for carrying any public Carriage Road over the Railway shall be paved, at the Expense of the Company, with Granite Blocks (to be provided by the said Vestry) laid on Concrete, such Paving to extend to a Distance of not less than Seventy Feet from the Centre Line of Railway, but without Prejudice as to the Extent of Road which the Company are liable to maintain.

As to Deposit of Subsoil.

80. The Company shall at their own Expense deposit the Subsoil excavated, and the Materials of every Road, Street, Carriage or Foot Way, Sewer, Drain, or Gully, broken up or opened within the said Parish of *Saint Pancras*, at such Place or Places and in such Manner as will occasion as little Inconvenience as may be to the Inhabitants of the said Parish, and if deposited within the said Parish, at such Place or Places only as the Vestry or the said Chief Surveyor shall approve.

As to Settlement of Differences with Saint Pancras Vestry.

81. Excepting as herein otherwise provided, any Difference which may arise under the Provisions in this Act contained between the Company and the Chief Surveyor of the said Vestry of *Saint Pancras* shall be from Time to Time referred to and determined, at the Expense of the Company, by an Engineer to be agreed upon between the said Chief Surveyor and the Company, or failing any such Agreement by an Engineer to be appointed, on the Application of either Party, by the President for the Time being of the Institution of Civil Engineers.

Mode of recovering Money from the Company.

82. Any Sum of Money which may be expended, or Costs, Charges, and Expenses which may be incurred, by the said Vestry in paving, diverting, altering, or making good any Road, Street, Footway, Sewer, Drain, or Gully, or otherwise by reason of the same or any of them having been broken up, opened, or damaged by or for the Purposes of the Company, or any other Sum of Money recoverable or to be recovered by the Vestry under this Act, may be recoverable, with all Costs, Charges, and

and Expenses attending the Proceedings for the Recovery of the same, either by suing upon the said Bond so to be given as aforesaid, or by Summons before and Adjudication of any Justice of the Peace acting for the County of *Middlesex*; and any Damages which may be sustained by the Vestry by reason of the Non-observance by the Company of any of the Provisions of this Act in relation to the said Vestry shall be assessed by any such Justice, and may be recoverable, with all Costs, Charges, and Expenses attending the Proceedings for the Recovery of the same, in like Manner as such Charges and Expenses are by this Section made recoverable.

Providing Fund for Saint Luke's Church, Saint Pancras.

83. Within Three Months after the passing of this Act the Company shall pay the Sum of Six thousand two hundred and fifty Pounds, and within Six Months after the passing of this Act the further Sum of Six thousand two hundred and fifty Pounds, to such Persons as shall be agreed upon between them, the Vicar of *Saint Pancras* and the Incumbent of the Ecclesiastical District of *Saint Luke, Saint Pancras*, to be applied by such Persons, together with the Interest accruing thereon, in the Purchase of an appropriate Site, to be approved of by the Ecclesiastical Commissioners for *England* and the Bishop of *London*, and in the Erection thereon by the said Vicar and Incumbent, to the Satisfaction of the said Commissioners and of the said Bishop, of a Church in lieu of or in substitution for the Church of *Saint Luke, Euston Road*, in the Parish of *Saint Pancras* aforesaid, and numbered on the Plan and in the Book of Reference in this Act referred to 137 in the said Parish; and for the Purposes aforesaid the said Vicar and Incumbent shall be entitled to the Pews and all the Fittings of every kind whatsoever which are or shall be in and upon the said Church of *Saint Luke*, and it shall be lawful for them to remove the same for such Purposes: Provided, that the said Church and the Approaches thereto shall not be interfered with by the Company for Three Years from the passing of this Act, unless in the meanwhile such other Church shall have been erected and consecrated; and after the Expiration of such Period of Three Years, or upon such Consecration, whichever shall first happen, the Company may if they think fit remove the existing Church; and subject to this Restriction the said Church and the Site thereof shall, on full Payment by the Company of the said several Sums of Six thousand two hundred and fifty Pounds and Six thousand two hundred and fifty Pounds, making together the Sum of Twelve thousand five hundred Pounds, to such Persons as aforesaid, become vested in the Company without any further Conveyance or Assurance, discharged from all Trusts affecting the same under the Church Building Acts or other Acts relating thereto: Provided also, that the new Church so to be erected by the said Vicar or Incumbent shall for all Purposes whatsoever, whether with respect to Endowment, Right of Presentation, or otherwise, be deemed to be in substitution for the existing Church of *Saint Luke* in the said Parish: Provided also, that in case

case there shall be any Surplus of the said Sum of Twelve thousand five hundred Pounds, after answering the Purposes aforesaid, it shall be lawful for the said Vicar and Incumbent to apply such Surplus in any Manner they may think fit towards providing, at their Discretion, a Parsonage or Schools, or both, to be attached to the said Church; and further, that it shall be lawful for the said Vicar and Incumbent from Time to Time to apply any Part of the Interest arising from the said Sum of Twelve thousand five hundred Pounds, or from so much thereof as shall for the Time being remain unapplied as aforesaid, in the Payment of any Liabilities incurred in the Erection and Fittings of the said existing Church, and also, with the Consent in Writing of the Bishop of *London*, from Time to Time to pay any Portion of such Interest to the said Incumbent as and by way of Compensation for any Loss which, in the Opinion of the said Bishop, he may have sustained in consequence of this Act.

Provisions in relation to Saint Pancras Burial Ground.

84. And whereas under the Provisions of the Local Act Thirty-second *George* the Third, Chapter Sixty-six, an additional Burial Ground for the Parish of *Saint Pancras* in the County of *Middlesex* has been provided, and the Fee Simple in the said Burial Ground and a House in connexion therewith, erected for the Residence of the Person having charge of the said Burial Ground, is vested in the Vicar and Churchwardens for the Time being of the said Parish, and the said Burial Ground and House are under the Control of the Trustees acting under a Private and Local Act of Parliament of the Fifty-sixth *George* the Third, Chapter Thirty-nine, and another Private and Local Act of the First and Second *George* the Fourth, Chapter Twenty-four: And whereas the Railway in this Act first described is intended to be constructed across the said Burial Ground, a Portion of which and the said House will be required for the Purposes of this Act, and it is expedient that Provision be made in relation thereto: Therefore the Company, unless otherwise agreed with the said Trustees, shall observe the following Restrictions and Regulations in constructing the said Railway over and in dealing with the said Burial Ground:

The Railway shall be carried across the said Burial Ground by means of a Girder Bridge. If the Company shall construct the said Bridge with Two Spans only, then they shall not take any greater Part of the said Burial Ground than shall be necessary for the Construction thereon of a Pier to support the said Bridge, such Pier not to exceed Sixty Feet in Length and Six Feet in Width, and to be in such Part of the said Burial Ground as will admit of the Two Spans of the said Bridge being as nearly as may be of equal Length. If the said Company shall construct the said Bridge with Three Spans, then they shall not take more of the said Burial Ground than shall be necessary for erecting thereon the necessary Piers or Cylinders for supporting the said Bridge, not exceeding Six in Number, and not exceeding Nine Feet each in Diameter.

85. It

As to Removal of Bodies from the Burial Ground.

85. It shall be lawful for the Heirs, Executors, or Administrators, or Relatives of any deceased Person whose Body shall have been interred in any Part of the Burial Ground which shall be taken by the Company by virtue of this Act (subject, however, to the Regulations of the Lord Bishop of *London* for the Time being,) to cause such Body to be removed to and interred in any consecrated Burial Ground in which Burials may legally take place, without any Faculty for that Purpose, or the Heirs, Executors, Administrators, or Relatives of any such deceased Person shall be at liberty, if they so desire, to remove the Body of any deceased Person so interred as aforesaid to unconsecrated Ground in any public Cemetery established by Act of Parliament.

Graves to be disturbed as little as possible.

86. If under the Provisions of this Act it shall be found necessary to interfere with any of the Graves or Vaults in the said Burial Ground, such Graves or Vaults shall be as little disturbed as possible, and it shall be lawful for the Heirs, Executors, Administrators, or Relatives of any deceased Person whose Body may within the last Twenty Years before the passing of this Act have been interred or deposited in any Grave or Vault which may be so disturbed to cause the Remains of such Person to be removed, carried away, and placed in some other Burial Ground in such Manner as the Bishop of *London* for the Time being or such Person as he may appoint shall direct, and the Expense of such removing, carrying away, and placing (not exceeding in any One Case the Sum of Ten Pounds) shall be defrayed by the Company; and the Remains of such Persons as shall have been interred or deposited in the Graves or Vaults so disturbed as aforesaid which shall not be so removed or carried away shall be removed by and at the Expense of the Company from such Graves or Vaults, and shall be interred in such Manner as the said Bishop or such Person as he shall appoint shall direct.

For Protection of Water Mains of West Middlesex Waterworks.

87. Whereas One of the Trunk Mains of "the Company of Proprietors of the *West Middlesex* Waterworks" (in this Section called "the Water Company.") is laid along the *Finchley Road*, and another Main of the Water Company is laid along *Childs Hill Lane* in the Parish of *Hendon*, and it will be necessary for the Purposes of this Act to interfere with the said Road and Lane and the Mains therein respectively: And whereas the Inhabitants of *Hendon* are supplied with Water by the Water Company by means of the said Mains: And whereas it is expedient that Provision be made for preventing any Interruption of the Supply of Water by the Water Company to the Inhabitants of *Hendon*: Therefore the following Provisions in that Behalf shall be binding on the Company, and have full Effect; (that is to say,)

(A.) Except only as regards the Works which the Company from Time to Time may require to be executed in accordance with this Section, they shall not at any Time, in any Place or in any

any Manner, remove or alter, or require to be removed or altered, any of the Mains, Pipes, Apparatus, Works, or Conveniences of the Water Company without in every Case their previous Consent thereto in Writing under their Common Seal.

(B.) The Company may require that the Water Company's Trunk Main in the *Finchley Road*, at the Point where the proposed Railway passes under that Road, be raised to any Height the Company think fit, not exceeding Eight Feet above the present Position of that Trunk Main at that Point.

(C.) If that Trunk Main be so raised at that Point it shall be so raised with a Gradient not steeper than One in Forty-two, and the *Finchley Road* shall be raised therewith, so that there shall be at least Twelve Inches of hard metalled Roadway above the plain Part of the upper Surface of every Part of that Trunk Main, and not less than Six Inches between the under Surface of the plain Part of such Trunk Main and the Bearers or Supports of the Bridge by which the Road may be carried over the Railway.

(D.) The Company may require that the Water Company's Main in *Childs Hill Lane*, at the Point where the Railway passes over the said Road, be lowered to any Depth the Company may think fit, not exceeding Seven Feet below the present Position of that Main at that Point.

(E.) If that Main be so lowered at that Point it shall be so lowered with a Gradient not steeper than One in Thirty, and the said Lane shall be lowered therewith, so that there shall be at least Twelve Inches of hard metalled Roadway above the plain Part of the upper Surface of every Part of that Main.

(F.) Before either of the said Mains is in any way interfered with there shall be laid down a temporary Main longer than that Portion of the present Main which is to be raised or lowered, and having a temporary Junction at each End thereof with the present Main, so as to provide for the uninterrupted Supply of Water for all Purposes during the Execution of the Works as fully and freely as if the present Mains were not interfered with.

(G.) When the present Mains are raised or lowered, as the Case may be, and the Roadways over them respectively are made good as required by this Section, the temporary Mains shall be disconnected from the present Mains, and the full and free Flow of Water for all Purposes through the present Mains, as so raised or lowered, shall be restored, and the Company may remove the temporary Mains and dispose as they think fit of the Materials thereof.

(H.) At least Twenty-one Days before the Company commence any Works the Execution of which would in any way interfere with or affect any Part of the said Mains, they shall give to the Water Company Notice in Writing thereof, accompanied by Plans, Sections, Working Drawings, and Specifications of the proposed Works interfering with those Mains respectively.

(I.) If the Water Company's Engineer object to any of the Plans, Sections, Working Drawings, and Specifications, then the same shall be altered as he reasonably requires.

(K.) The Works approved by the Water Company's Engineer, and so far as they interfere with or affect any of the Works or Water Supply of the Water Company, shall be executed by the Water Company, or by such Persons as they shall think fit, and under the sole Direction of their Engineer, and during the Progress of those Works he may, if he think fit, execute any incidental Works which he deems requisite for the Protection of the Water Company in accordance with this Section.

(L.) If the Water Company for Ten Days next after the Day named in the Notice served by the Company for the Commencement of the Works interfering with or affecting the said Mains or either of them, or for Ten Days after such later Day as the Company by Notice in Writing to the Water Company name for commencing the Works, fail to commence or at any Time thereafter fail to proceed with reasonable Despatch in the Execution of the Works, the Company, at their own Expense, may remove, alter, or otherwise interfere with the said Mains or either of them in such Manner and to such Extent as they deem necessary, and execute all such other Works as they deem requisite for preventing any Interruption to the Supply of Water by the Water Company.

(M.) The Company shall pay to the Water Company the Amount of all reasonable Costs, Charges, and Expenses incurred by them in or about or in any way relating to the Works so executed by them, including a reasonable Sum as Remuneration to their Engineer for his Services in that Behalf.

(N.) The Company shall pay to the Water Company full Compensation for all Loss, Damage, and Injury which they sustain by reason of or consequent on the Execution, Maintenance, or User of any of the Works by this Act authorized, or otherwise by reason of the Execution of any of the Powers of this Act, unless the same shall arise from any Default or Neglect on the Part of the Water Company, their Officers or Servants.

(O.) The several Provisions of this Section shall be carried into effect to the Satisfaction of the Water Company's Engineer and of the Engineer of the Company, or in case of Difference between them

them to the Satisfaction of an Arbitrator to be appointed in the Manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

West Middlesex Water Company not liable for Damage arising from Alterations to Mains, &c. by Company.

88. The Water Company shall not be liable for any Damage or Injury done to the Works of the Company, or to the *Finchley Road* or *Childs Hill Lane*, or otherwise howsoever, by reason of any of the Works executed under this Act, or consequent on the Execution thereof, or otherwise by reason of the Execution of any of the Powers of this Act, but the Company shall indemnify them and save them harmless from and against the Consequences of all such Damage or Injury, save only that this Section shall not indemnify or require the Company to indemnify them against the Consequences of any Damage or Injury occasioned by the Default or Neglect of the Water Company, or their Agents, Officers, Workmen, or Servants, for which Damage or Injury the Water Company shall be liable.

Parts of 8 & 9 Vict. c. 16. incorporated.

89. The following Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act; (that is to say,)

"With respect to the Transfer or Transmission of Shares;

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

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

"With respect to the Consolidation of Shares into Stock;

"With respect to the Remedies of Creditors of the Company against "the Shareholders;

"With respect to the borrowing of Money by the Company on Mort- "gage or Bond;

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

"With respect to the Provision to be made for affording Access to the "Special Act by all Parties interested."

Power to create Capital by new Shares.

90. The Company may raise for the Purposes of this Act, by the Creation and Issue of new Shares, such Amount of Capital as they think fit, not exceeding One million seven hundred and fifty thousand Pounds.

As to Amount and Issue of new Shares.

91. If at the Time of the Creation of new Shares under this Act the then existing ordinary Consolidated Stock in the Company be at a Premium or of greater actual Value (according to the Market Price thereof in the City of *London*) than the nominal Value thereof, such new Shares shall be of such Amounts (not other than an integral Number of Pounds Sterling *per* Share) as will allow the same to be conveniently apportioned among the then Holders of all Shares or Stock in the

the Company (other than and except Shares or Stock to which any guaranteed or preferential Dividend of a fixed Amount, without further Participation in the Profits of the Company, shall have been assigned,) in proportion to the Number of Shares or Amount of Stock held by them respectively, and such new Shares may be either of One Class or of different Classes; and the Directors of the Company may from Time to Time (but subject to the Provisions of this Act) fix the Amounts and Times of Payment of the Calls on the new Shares created under the Powers of this Act; and every Holder of Shares or Stock in the Company at the Time of such Creation as aforesaid (other than and except as aforesaid) shall in such Proportion as aforesaid be entitled to an Allotment of the new Shares according to the Provisions of this Act; and no Holder of any Shares or Stock entitled to a fixed Amount of Dividend without further Participation in the Profits of the Company shall be entitled to any Apportionment of any such new Shares.

Privileges may be attached to new Shares.

92. The Company may from Time to Time, with the Sanction of Three Fifths at least of the Votes of the Shareholders present, in Person or by Proxy, at any Meeting of the Company specially convened for the Purpose, attach to all or any new Shares or any Class of new Shares created under the Powers of this Act any preferential, fixed, fluctuating, contingent, perpetual, or terminable Dividend (not exceeding Five Pounds *per Centum per Annum*), and such other Privileges as the Company think fit, and also (if the Company so think fit) any total or partial, permanent or temporary Restrictions of the Rights of voting and other Qualifications of the Holders thereof: Provided, that all Shares of the same Class shall be of like Amount, and shall confer like Privileges, and shall bear like Dividends or Interest, and be subject to like Restrictions (if any): Provided also, that if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of such preferential or other Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year or out of any other Funds of the Company.

Terms, &c. on which Preference Shares issued to be stated on Certificates.

93. The Terms and Conditions to which any Preference Shares created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of every such Preference Share.

New Shares, how to be offered to existing Shareholders.

94. All such new Shares shall be offered to the then Holders of Shares or Stock in the Company (other than and except as aforesaid) by Circular given to or sent by Post, addressed to each such Shareholder according to his Address in the Books of the Company, or left at his usual or last known Place of Abode; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which such Letter in the ordinary Course of Delivery ought to reach the Place to which it is addressed.

95. Such

Vesting or other Disposition of new Shares.

95. Such last-mentioned new Shares shall vest in and belong to the then Shareholders who shall accept the same and pay the First Instalment thereon to the Amount and at the Time which shall be fixed by the Directors and specified in the Letter offering the new Shares.

Shares not accepted or unallotted may be disposed of by Company.

96. If any Shareholder for One Month after such Offer of new Shares fail to accept the same and pay the First Instalment called for in respect thereof, or if after the Apportionment, as by this Act provided, of the new Shares amongst the existing Shareholders there be any Surplus remaining unallotted, then and in either of such Cases the Company may authorize the Directors to dispose of the same in such Manner as they may deem most for the Advantage of the Company.

Power to enlarge Time for the Acceptance of new Shares.

97. Where any Shareholder, from Absence abroad or other Cause satisfactory to the Directors, omits to signify, within the Time by this Act limited, his Acceptance of the new Shares offered to him, the Directors, if they think proper, but not otherwise, may permit him to accept the same notwithstanding the Time has elapsed.

If existing Shares, &c. not at a Premium, new Shares may be issued as Company think fit.

98. If at the Time of the Creation of new Shares under this Act the existing Shares or Stock of the Company (other than and except Shares or Stock to which any fixed, guaranteed, or preferential Dividend or other special Advantages shall have been assigned) be not at a Premium, then such new Shares may be of such Amount and may be issued in such Manner as the Company shall think fit: Provided always, that the total Sums to be ultimately paid in respect of such Shares shall not be less than the nominal Amount of such Shares.

Qualifications of new Shares.

99. Except as by or under the Powers of this Act otherwise provided, all new Shares issued under the Powers of this Act shall, in proportion to the aggregate Amount from Time to Time paid up on the new Shares held by the same Person at the same Time, entitle the respective Holders thereof to the same Dividends and Profits, and confer on them the like Qualifications and the like Rights of voting as the like Amount paid up on existing Shares or Stock of the Company (other than and except as aforesaid): Provided always, that unless otherwise determined by the Meeting sanctioning the new Shares, no Person shall be entitled to vote in respect of any of the new Shares to which fixed or preferential Dividend or other special Advantages shall be assigned.

Power to raise Capital under any other Act of this Session and this Act by new

100. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares, then, subject to the Provisions of the other Act and this Act respectively, the Company, if they think fit, may raise, by the Creation and Issue of new Shares of One

Shares of One Class.

One and the same Class, all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares.

Saving Rights of existing Preference Share-holders.

101. This Act or anything therein contained shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which shall have been granted by the Company in pursuance of or which may have been confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting, or any Dividend on any *Midland* Mortgage Preference Shares or Stock, or any Payment in respect of *Midland* Annuities.

Calls.

102. Twenty-five *per Centum* on the Amount of every new Share shall be the greatest Amount of any One Call which the Directors may make on or in respect of any of the new Shares, and Two Months at the least shall be the Interval between successive Calls, and the aggregate Amount of Calls on any Share in any One Year shall not exceed Four Fifths of the Amount of such Share.

Power to borrow on Mortgage.

103. After Shares for the whole of the Sum by this Act authorized to be raised by Shares shall have been taken up, and One Half of such Sum shall have been paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Com-"panies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all the Capital which the Company are by this Act authorized to raise by the Creation of new Shares are *bonâ fide* held by Persons or their Assigns, and for which such Persons or their Assigns are legally liable, the Directors of the Company may borrow on Mortgage such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any General or Special General Meeting of the Company, not exceeding in the whole the Sum of Five hundred and eighty-three thousand three hundred and thirty Pounds, in addition to the Sums which they are or may be authorized to borrow by any other Act or Acts of Parliament.

Former Mortgages to have Priority.

104. All Mortgages or Bonds granted under the Authority of any former Act relating to the Company, and which shall be in force at the Time of the passing of this Act, shall, during the Continuance thereof, have Priority over any Mortgages to be granted by virtue of this Act.

Application of Monies.

105. All and every Part of the Money to be raised under this Act, whether by Shares or by borrowing, shall be applied to the Purposes of this Act and to no other Purpose.

Company may apply Corporate

106. The Company from Time to Time may apply for or towards all or any of the Purposes of this Act any Sums of Money which they have already

already raised or are authorized to raise by any of their Acts, and which are not required for the Purposes to which they are by those Acts respectively made specially applicable. Funds to Purposes of Act.

107. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, pay to any Shareholder Interest or Dividend on the Amount of the Calls made in respect of the Shares held by him: Provided always, that the Company may pay 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 of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained. Interest not to be paid on Calls paid up.

108. The Company shall not, out of any Money by this Act or any other Act authorized to be raised by the Company, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time 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 make any other Railway or execute any other Work or Undertaking. Deposits for future Bills not to be paid out of Company's Capital.

109. Nothing in this Act contained shall exempt the Railways 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 or of the Rates for small Parcels in respect of the Railways by this Act authorized. Railways not exempt from Provisions of present and future General Acts.

110. 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. Expenses of Act.

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