ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. ccxxxi.

An Act for enabling the *Midland* Railway Company to construct a Branch Railway in the Parish of *Saint Pancras*; for authorizing Arrangements with the *Metropolitan* Railway Company; and for other Purposes. [25th *July* 1864.]

WHEREAS by "The *Midland* Railway (Extension to *London*) Act, 1863," the *Midland* Railway Company (in this Act called "the Company") were empowered to construct a Railway to commence in the Parish of *Saint Pancras* in the County of *Middlesex*, near to and on the North Side of the *Euston Road* near *Skinner Street*, and to terminate near *Bedford* in the County of *Bedford*: And whereas it would be of public Advantage if a Communication were effected between the said Railway and the *Metropolitan* Railway: And whereas the *Metropolitan* Railway Company are promoting a Bill in Parliament during the present Session for authorizing (amongst other things) the Construction of a Railway from the *Metropolitan* Railway at or near the *King's Cross* Station, on the Northern Side thereof, to and to form a Junction with the Railway authorized by this Act, and it is expedient that the Company be empowered to construct a Railway from their said

26 & 27 Vict. c. lxxiv.

The Midland Railway (Saint Pancras Branch) Act, 1864.

Railway authorized by the Act herein-before referred to, to join the proposed Railway of the *Metropolitan* Railway Company: And whereas Plans and Sections showing the Line and Levels of the proposed Railway and the Lands which the Company are by this Act empowered to acquire for the Purposes thereof, and Books of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the said Lands, have been deposited with the Clerk of the Peace for the County of *Middlesex*: And whereas it is also expedient that the Company and the *Metropolitan* Railway Company be empowered to enter into Agreements with reference to all or any of the Objects in that Behalf in this Act specified: And whereas it is expedient that the Company should be empowered to raise a further Sum of Money for the Purposes of this Act: And whereas the Objects of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice 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 (*Saint Pancras* Branch) Act, 1864."

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and also Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," and Part II. (relating to Additional Capital) of "The Companies Clauses Act, 1863," so far as the Provisions of the same respectively are applicable to the Purposes of and are not altered or varied by 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 or any Act incorporated herewith, 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.

Definition of Term "Parish Clerk."

5. In construing in connexion with this Act "The Railways Clauses Consolidation Act, 1845," the Term "Parish Clerk" in the last-

last-mentioned Act shall, in respect of any Plans, Sections, and other Documents which by the Standing Orders of either House of Parliament are now required to be deposited with the Vestry Clerk of the Parish, mean, as regards the Parish of *Saint Pancras*, the Vestry Clerk of that Parish.

Power to take Lands.

6. 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.

Protecting Land of Great Northern Railway Company.

7. The Company shall not, without the previous Consent in Writing of the *Great Northern* Railway Company, enter upon, use, take, or interfere with any of the Lands or Property numbered on the deposited Plans 396A to 396Z, both inclusive, and 382A to 382K, both inclusive, in the Parish of *Saint Pancras*, except so far only as may be necessary for the Construction, Use, and Maintenance under certain Parts thereof of the Railway hereby authorized, either by means of Tunnelling or covered Way as the Company think fit, and within the Limits of Deviation shown on the Plans deposited with relation to this Act; and the Company shall construct the said Tunnel or other Works in such Manner as will enable the *Great Northern* Railway Company to erect any Buildings on the Surface of the Land over the same, so that by the Construction and Use of such Buildings the *Great Northern* Railway Company shall not endanger the Stability and Use of the said Tunnel or other Works, and the Company shall restore and make good the Surface of such Lands and other Property; and if any Difference shall arise between the Company and the *Great Northern* Railway Company touching the Compensation to be paid by them respectively for the Use so secured to them respectively of the said Portion of Land, such Difference shall be settled in the Manner prescribed by "The Lands Clauses Consolidation Act, 1845," with respect to the Purchase and taking of Lands otherwise than by Agreement; and if any Difference shall arise between the Companies as to the Construction of the Tunnel or covered Way, or the Nature of the Buildings to be erected on the Surface of such Lands, or touching any of the other Matters provided for in this Enactment, such Difference shall from Time to Time be settled by an Arbitrator to be agreed on between the Companies, or, in default of Agreement, to be appointed by the Board of Trade on the Application of either Company.

Power to make Railway authorized by this Act.

8. Subject to the Provisions of this Act, the Company from Time to Time may make in the Line 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,

take, and use, the Railway following, with all proper Works and Conveniences connected therewith; (that is to say,)

A Railway to commence in the Parish of *Saint Pancras* in the County of *Middlesex* by a Junction with the Railway first described in and authorized by "The *Midland* Railway (Extension to *London*) Act, 1863," at a Point between *Camden Mews South* and *Saint Paul's Road*, and to terminate in the same Parish and County at or near *Skinner's Place*, *Euston Road*, Eastward of its Junction with *Hertford Street*, there to form a Junction with a proposed Railway from the *Metropolitan* Railway:

And the said Railway 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, as if the same had been Part of the *Midland* Railway vested in the Company by the Act (Local and Personal) Seven and Eight *Victoria*, Chapter Eighteen, intituled *An Act to consolidate the* North Midland, Midland Counties, *and* Birmingham and Derby Junction *Railways*.

Power for compulsory Purchases limited.

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

Period for Completion of Railway.

10. The Railway 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 granted for making the same, or otherwise in relation thereto, shall cease, except as to so much thereof respectively as shall then be completed.

Penalty if Railway not completed within Time limited.

11. After the Expiration of the Period by this Act limited for the Completion of the Railway, 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 the same 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 Railway 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.

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

12. And whereas the Railway authorized by this Act is intended to pass under the *North London* Railway, and also under certain Sidings and Works adjoining to such Railway and belonging to the *London and North-western* Railway Company: Therefore all the Works in and upon or under the Lands of the *North London* and *London and North-western* Railway Companies respectively for the Purposes

Purposes of carrying the Railway under the Railway and Sidings of those Companies shall be executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineers of the *North London* and *London and North-western* Railway Companies respectively, 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 the Sidings and Works of the *London and North-western* Railway Company, and so as to leave undisturbed all the existing Lines or Tracks and Sidings at the Spot where they are 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, and for any additional Sidings which may be made by the *London and North-western* Railway Company on the Ground belonging to them. Sidings, &c. of London and North-western Company.

13. The Arches or other Works by which the Railway shall be carried under the *North London* Railway and under the Sidings and Works belonging to the *London and North-western* Railway Company, 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 Engineers of the *North London* and *London and North-western* Railway Companies respectively, and to be reasonably approved of by them in Writing under their Hands before any of those Works are begun. Plans, &c. for Works affecting North London Railway and London and North-western Railway Companies.

14. The Company shall at all Times maintain the Arches or other Works by which the Railway shall be carried under the *North London* Railway and under the Sidings and Works belonging to the *London and North-western* Railway Company in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineers of the *North London* and *London and North-western* Railway Companies respectively; and if and whenever the Company fail so to do, the *North London* and *London and North-western* Railway Companies respectively 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* and *London and North-western* Railway Companies respectively reasonably think requisite in that Behalf; and the Sum from Time to Time certified by their respective Engineers to be the reasonable Amount of their Expenditure in that Behalf shall be repaid to them respectively by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by the *North London* and *London and North-western* Railway Companies respectively from the Company in any Court of competent Jurisdiction. Maintenance of those Works.

Restricting Interference with Lands of North London and London and North-western Railway Companies respectively.

15. The Company shall not, without in every Case the previous Consent of the *North London* and *London and North-western* Railway Companies respectively in Writing under their respective Common Seals, 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* and *London and North-western* Railway Companies respectively, 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 and under the Sidings and Works belonging to the *London and North-western* Railway Company.

Traffic on N. London and London and North-western Railways not to be interfered with.

16. 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 and the Sidings and Works belonging to the *London and North-western* Railway Company or any Traffic thereon respectively.

Company to acquire only Easements in Lands of North London and London and North-western Companies respectively.

17. With respect to any Land of the *North London* and *London and North-western* Railway Companies respectively 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* and *London and North-western* Railway Companies respectively 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.

Saving the Rights of the Regent's Canal Company.

18. Whereas it is intended to carry the Railway by this Act authorized to be made by means of a Tunnel under the *Regent's Canal* at a Point about Sixty-four Yards Eastward of the oblique Bridge, and marked by the Numbers 422 and 423 on the deposited Plans, in the Parish of *Saint Pancras* in the County of *Middlesex*, and it is expedient to make Provision 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-after called "the Canal Company"), and the Company shall not, without the Consent of the Canal Company under their Common Seal, except as herein-after provided, alter the Line or Level of the Canal or of the Towing-path thereof, or impede the Navigation of the Canal, or divert, intercept, cut off, take, use, or diminish any of the Waters in the Canal or which may be taken for the Use of or which supply the Canal, or injure or interfere with any of the Works of the Canal, or diminish or alter the Width of the Waterway or Towing-path thereof, or take or use, except for the limited Purposes herein-

herein-after mentioned, any Part of the Canal, or of the Towing-path, Locks, Laybyes, Wharfs, or Works connected with the Canal, or any Land belonging to the Canal Company; and the Company shall not, without such Consent as aforesaid, make any Deviation exceeding One Foot from the Level of the Railway or Works as delineated on the deposited Plans and Sections, so as to heighten such Level where the Tunnel is made under the Canal; and nothing herein contained shall compel the Canal Company to convey to the Company the Fee Simple of any Land belonging to them, and the Fee Simple of the Canal Company's Land under or over which the Railway and the Works connected therewith are intended to pass shall remain vested in the 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 to have, use, and possess such Way and Passage for the Railway and Works by means of a Tunnel under the Canal as are hereby provided for, together with all Rights and Easements necessary to the due Use and Enjoyment of the same.

As to Construction of Tunnel under the Regent's Canal.

19. The Tunnel under the Canal shall be constructed and made by the Company so as, except as herein-after provided for, not to interfere with or in any way alter the present Line or Level or Width of the Canal or Towing-path over the same, and so as that the upper Surface of the Centre of the Arch thereof shall be not less than Nine Feet below the Level of the present Weir of *Pancras* Locks of the Canal; and such Tunnel shall be so constructed and made, and the Materials to be used in the Construction and making thereof shall be such as to ensure the permanent Safety of the Canal and Towing-path; and the Company shall line the Bed and Sides of the Canal with proper Puddle at least Three Feet in Thickness so far as the Works of the Canal shall be interfered with; and the Company shall make on the North and South Sides of the Canal Waterway Wing Retaining Walls over and for a Distance of One hundred and fifty Feet in Length on the East Side of the Tunnel under the Canal; and the Company shall during the making and repairing of the Tunnel and Waterway Wing Retaining Walls, and the Works connected therewith respectively, at all Times leave and keep an open and uninterrupted navigable Waterway in the Canal and Towing-path by the Side thereof, and during the Time of making the Foundation Walls of the Waterway Wing Retaining Walls up to One Foot above the Top-water Level of the Canal, which Time shall not exceed Forty Days from the Commencement of that Work; the Waterway to be so left shall not be less than Forty Feet in clear Width throughout, and the Towing-path to be so left shall not be less than Six Feet in clear Width throughout, with a Headway to such Canal and Towing-path of Nine Feet throughout.

20. The

Company to construct and keep in repair the Tunnel and Works.

20. The Tunnel and Walls 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 Water in the Canal, and the Works connected therewith, and for preserving a free and uninterrupted Passage along the Canal and Towing-path, the Tunnel and Walls 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 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 of such Engineer; and in case, during the Progress of any of the Works, any Damage shall be occasioned to the Canal or Towing-path, 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 Tunnel or Walls, or any Part thereof, shall be imperfectly constructed, or if at any Time or Times thereafter the Tunnel or Walls or any Part thereof respectively, shall be out of repair, or if in making the Tunnel or in sinking the Foundations of the Walls 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 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 Tunnel, Walls, 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 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 Canal Company, within Fourteen Days after Demand, all the Costs and Expenses which may be incurred by them in and about the Superintendence and the Construction of all the herein-before mentioned Works and Repairs.

Tunnel and Works to be

21. The Tunnel and Walls and all the Works connected therewith respectively shall be completed within the Period of Twelve Months

Months after the Day on which the same or any of them respectively are commenced, and if the same or any of them respectively are not completed within that Period the Company shall forfeit and pay to the Canal Company as liquidated Damages the Sum of Twenty Pounds for every Day after the Expiration of that Period until the whole thereof are 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 their Agents, Servants, or Workmen, or if in making the Tunnel or in sinking the Foundations of the Walls, or in consequence of any of the Works when made, the Water of the Canal shall leak, escape, or run to waste, the Company shall pay to the Canal Company the Sum of Ten Pounds as 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 Canal Company the Sum of Ten Pounds as 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 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 Canal Company the Sum of Twenty Pounds as liquidated Damages for every Hour during which such Obstruction or Interruption shall continue.

completed in Twelve Months.

Penalty for causing Loss of Water or Obstruction in the Navigation of the Regent's Canal.

22. Nothing herein contained shall extend to prevent the 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 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, if the same shall be caused or happen by reason of the making or maintaining of the Railway or of any of the herein-before mentioned Works respectively, beyond the Amount of such liquidated Damages as aforesaid, and the Canal

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

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.

Provisions in relation to Saint Pancras Burial Ground.

23. And whereas the Railway in this Act described is intended to be constructed under a Portion of the Burial Ground of the Parish of *Saint Pancras:* Therefore the Company shall observe the following Restrictions and Regulations in constructing the said Railway under and in dealing with the said Burial Ground:

The Company shall not purchase or take for the Purposes of this Act an absolute Interest in any Part of the said Burial Ground, but the Company may purchase and take an Easement under the same to such Extent as may be necessary for the Construction of the Railway:

The Railway shall be constructed through the said Burial Ground by means of a Tunnel, and no Part of the upper Surface of the said Tunnel shall be nearer to the Surface of the said Burial Ground than Twelve Feet.

With regard to Removal of Graves, &c.

24. If under the Provisions of this Act it shall be found necessary to interfere with any of the Graves or Vaults of the said Burial Ground, such Graves or Vaults shall be as little disturbed as possible, and the Company shall with all reasonable Despatch, and at their own Expense, cause the Remains of any Persons in such Graves or Vaults to be re-interred in the said Burial Ground under the Superintendence of the Medical Officer of Health for the Time being of the Parish of *Saint Pancras*.

Compensation in respect of Burial Ground of Saint Pancras to be paid into Court.

25. The Compensation to be paid by the Company in respect of the Burial Ground of *Saint Pancras* shall be paid by them into the Court of Chancery to an Account "*Ex parte* the Burial Ground of *Saint Pancras*," in the same Manner and subject to the same Provisions as are prescribed by "The Lands Clauses Consolidation Act, 1845," in Cases where Owners of Lands fail to make out a Title to Lands to the Satisfaction of the Promoters of Undertakings, but nothing herein contained shall prejudice or interfere with the Company in the Exercise of the Powers by this Act conferred upon them with respect to the said Burial Ground.

Extending Provisions of 26 & 27 Vict. c. lxxiv., relating to Saint Pancras, to Works under this Act in that Parish.

26. The several Provisions contained in "The *Midland* Railway (Extension to *London*) Act, 1863," for the Protection of the Vestry and Parish of *Saint Pancras*, namely, Section 8, Sections 69 to 75, both inclusive, and Sections 79 to 82, both inclusive, shall extend and apply to the new Works by this Act authorized to be constructed in the said Parish as well as to the Works by that Act authorized, and such Sections shall apply not only to the Roads, Streets, Carriage and

and Foot Ways which prior to the First Day of *July* One thousand eight hundred and sixty-four were vested in the said Vestry, but also to the Roads, Streets, Carriage and Foot Ways which on and after that Date were or may be vested in them.

Works to be done in respect of the Old Saint Pancras Road.

27. Whereas it is proposed to carry the Railway by this Act authorized under the *Old Saint Pancras Road*: Therefore it shall not be lawful in any way to interfere with or alter the present Line or Level of the said Road, and the Arches of the Bridge carrying the said Road over the said Railway shall be of Length enough to support the present Width of the Road and Footpaths over the same, and not less than Sixty Feet measured on the Square, and shall have not less than Eighteen Inches of Earth and Road Materials between the Crown of the Arch and the Surface of the Road over the same and over the said Bridge and Arch, and for Eighty Feet on each Side thereof Granite Kerbs of Twelve Inches by Eight, and paved Water Channels Eighteen Inches wide, shall be set at the Edges of the Footpaths by the Sides of the said Road; and the said Road and Footpaths, or so much thereof as shall be disturbed or interfered with by the Works of the Company, shall be restored and made good; and in all Cases in which the Drainage of the said Road is interfered with or affected by any of the Works of the Company, the same Road shall be well and effectually drained by the Company, and the Company shall cover in the Railway on each Side of the Parapet Wall of the Bridge for a Distance of not less than One hundred Feet; and the Company shall at their own Expense, and to the reasonable Satisfaction of the Chief Surveyor for the Time being of the Parish of *Saint Pancras*, do all the Works herein-before required to be done in respect of the said Road, and provide all the Materials necessary for such Works, and shall at the like Expense and to the like Satisfaction for ever hereafter maintain the said Bridge, Arches, Parapet Walls, Screen Walls, and Fences.

Alterations may be made in the Works with Consent, &c.

28. It shall be lawful for the Company and the Vestry of *Saint Pancras* to agree as to the said Road being altered and protected 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 by this Act required to be done by them as shall be by the said Agreement expressly dispensed with.

For Protection of Sewers of Metropolitan

29. 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

and other Boards.

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, Section, 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 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

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 Bridges over Cuttings in public Roads and Streets,

30. Wherever the Railway shall cross by means of cutting or otherwise under any public Road or public Street within the Limits of the Metropolis as defined by "The Metropolis Management Amendment Act, 1862," so as to interfere with or alter the Rates of Inclination of such Road or Street, it shall be made there and shall thenceforth be maintained so as that the minimum Inclination of such Road or Street shall not in any Case be less than One in Forty, and in respect of other Roads and Streets within the Metropolis as aforesaid, not being public Thoroughfares, the minimum Inclination of such Roads and Streets shall not be less than One in Thirty; and all Bridges constructed by the said Company under any Roads or Streets shall be constructed so as not to lessen the present clear Width of such Road or Street including the Footway, and shall be further so covered as to prevent as far as may be practicable the Escape of Steam, Smoke, or other offensive Effluvia into the said Roads and Streets, and such Bridges shall be so constructed as far as may be practicable as to deaden the Sound of Engines, Carriages, and Traffic passing underneath them; and the Company shall not execute or commence the Erection of any such Bridges or Works as aforesaid until they shall have given to the said Metropolitan Board of Works 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 signified their Approval of the same, unless the said Board fail to signify such Approval or their Disapproval or other Directions within Twenty-one Days after Service of the said Notice and Delivery of the said Plans, Elevations, Sections, and other Particulars as aforesaid; and the Company shall comply with and conform to all Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Bridges and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works 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 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 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.

Authorizing Agreements between the Company and the Metropolitan Railway Company.

31. The Company and the *Metropolitan* Railway Company may from Time to Time enter into and carry into effect such Contracts and Agreements as they think fit with reference to the working by the Company of their Traffic over the *Metropolitan* Railway, including the Railways, or any of them, to be authorized by any Act which the *Metropolitan* Railway Company may obtain in the present Session of Parliament, or over any Part of such Railways, and the Conveyance of Traffic thereon, the Supply of Rolling and Working Stock, the Accommodation at Stations, the Appointment of Officers and Servants, the Conduct of the Traffic and the Division of the Receipts from the Traffic on the Railways of the said Companies, the levying, fixing, Receipt, Division, and Apportionment of Tolls, Fares, and Charges, the Payment of a fixed or contingent Rent, and the Appointment of a Joint Committee, or for any of the beforementioned Purposes; and Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," shall be incorporated with this Act with reference to any such Contract or Agreement.

Suspending Use of Metropolitan Railway.

32. Provided always, That it shall not be lawful for the Company to work their Traffic over the *Metropolitan* Railway, or for the *Metropolitan* Railway Company to convey the Carriages and Waggons of the *Midland* Railway Company over the *Metropolitan* Railway, or over any Part thereof, whether by virtue of any Agreement under this Act or otherwise, until the *Metropolitan* Railway Company shall have laid down and have opened for public Traffic Two additional Lines of Railway between *King's Cross* and the *Farringdon Street* Station of the same Railway.

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

33. 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 "Mortgage or Bond;

"With

"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.

34. 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 hundred and fifty thousand Pounds, and such new Shares may be either ordinary or preferential, or Part ordinary and Part preferential, as the Company may from Time to Time determine.

Shares not to issue until One Fifth paid up.

35. It shall not be lawful for the Company to issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid in respect thereof.

As to Amount and Issue of new Shares.

36. 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 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.

Votes in respect of new Shares.

37. The Company may from Time to Time, if they think fit, attach to all or any new Shares or any Class of new Shares created under the Powers of this Act any total or partial, permanent or temporary Restrictions of the Rights of Voting and other Qualifications of the Holders thereof.

38. All

Shares of same Class to have like Privileges.

38. All Shares of the same Class created under this Act 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).

Vesting or other Disposition of new Shares.

39. All new Shares created under this Act 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 may be disposed of by Company.

40. 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, then 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.

Qualifications of new Shares.

41. 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 Shares of One Class.

42. 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 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 Shareholders.

43. 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.

44. After

Power to borrow on Mortgage.

44. 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 Companies 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 issued and accepted, and that not less than One Fifth Part of the Amount thereof has been paid on account of each separate Share before or at the Time of the Issue or Acceptance thereof, and that such Shares were issued *bonâ fide* and are 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 Fifty thousand 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.

45. 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.

46. 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 Funds to Purposes of Act.

47. 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 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.

Interest not to be paid on Calls paid up.

48. 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.

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

49. 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.

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

50. Nothing in this Act contained shall exempt the Railway 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 Railway by this Act authorized.

Railway not exempt from any future General Act requiring cheap Trains for Labouring Classes.

51. Nothing in this Act contained shall exempt the Railway hereby authorized, or the Company in respect thereof, from the Provisions of any future General Act requiring Railway Companies to run Trains at low Fares for the Accommodation of the Labouring Classes having Business in the Metropolis.

Costs of Act.

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

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