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Cap. ccxcix.

An Act for the Construction of Railways between the *Great Western* Railway near *Southall* and the River *Thames* near the *Victoria* Docks, to be called "the *North Metropolitan* Railway;" and for other Purposes. [30th *July* 1866.]

WHEREAS the Construction of Railways between the *Great Western* Railway near *Southall* and the River *Thames* near the *Victoria* Docks, and other Works in connexion therewith, would be of great public and local Advantage: And whereas Plans and Sections of the said Railways showing the Lines and Levels thereof, and describing the Lands proposed to be acquired for the Purposes of this Act, and a Book of Reference to such Plans, have been deposited with the Clerks of the Peace for the Counties of *Middlesex*, *Essex*, and *Kent* respectively: And whereas it is expedient that the Company by this Act incorporated on the one hand, and the *London and Saint Katharine* Docks Company and the *Victoria* Dock Company, or either of them, on the other hand, should be empowered to enter into Contracts and Agreements in the Manner herein-after provided: And whereas it is expedient to provide for the Use by the Company by this Act incorporated, and other Companies or Persons using their Railway, of the Portions of the *Midland and South-*

western Junction Railway and of the *Great Eastern* Railway respectively herein-after described; And whereas the Persons herein-after named, with others, are willing at their own Expense to carry the Undertaking by this Act authorized into execution; but the same 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:

Short Title.

1. This Act may be cited for all Purposes as "The *North Metropolitan* Railway Act, 1866."

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," and Part III. (relating to Debenture Stock) of "The Companies Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction:

The Expression "the Company" shall mean the Company incorporated by this Act;

The Expression "the Railways" or "the Undertaking" shall mean the Railways or Undertaking by this Act authorized, or any Part thereof; and

The Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially 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 the Term "Parish Clerks."

4. In construing in connexion with this Act "The Railways Clauses Consolidation Act, 1845," the Term "Parish Clerks" in that Act shall, as regards those Parishes or Extra-parochial Places in which by the Standing Orders of each House of Parliament Plans, Sections, and other Documents are now required to be deposited with the Vestry Clerk of the Parish or with the Clerk of the District Board of Works for the District in which the Parish or Extra-parochial Place is included, mean in the First Case the Vestry Clerks of those Parishes, and in the Second Case the Clerks of those District Boards.

5. All

Claims for Compensation by yearly Tenants to be settled as prescribed by Section 121 of 8 & 9 Vict. c. 18.

5. All Claims for Compensation made upon the Company under the 68th Section of "The Lands Clauses Consolidation Act, 1845," and the 6th Section of "The Railways Clauses Consolidation Act, 1845," or either of them, shall, if the Person claiming to be entitled to Compensation has no greater Interest than as Tenant for a Year, or from Year to Year, in the Lands or Houses in respect of which the Compensation is claimed, be determined in manner provided by the 121st Section of "The Lands Clauses Consolidation Act, 1845."

Company incorporated.

6. *William Hawes*, *Henry Moore Brownrigg*, *James Childs*, *Peter Graham*, *Edwin Fox*, *John Sale Barker*, *Alfred Smee*, and Colonel *John Studholme Brownrigg* C.B., Subscribers to the Undertaking, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "The *North Metropolitan* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of this Act.

Power to make Railways according to deposited Plans.

7. Subject to the Provisions of this Act, the Company may make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections the Railways herein-after described, with all proper Stations, Approaches, Sidings, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose. The Railways herein-before referred to and authorized by this Act are,—

Railway No. 1. (Main Line), Twenty-two Miles and Three and Three Quarters Furlongs or thereabouts in Length, commencing in the Precinct or Chapelry of *Norwood* in the District of *Uxbridge* in the County of *Middlesex* in a Field near to and North of the Booking Office of the *Southall* Station of the *Great Western* Railway, and terminating in the Parish of *Woolwich* in the County of *Kent* on the North Bank of the River *Thames* at *Gallion's Reach:*

Railway No. 2. (*Great Western* Junction), One and a Half Furlongs or thereabouts in Length, situate wholly in the Precinct or Chapelry of *Norwood* in the District of *Uxbridge* in the County of *Middlesex*, commencing by a Junction with the *Great Western* Railway, and terminating by a Junction with Railway No. 1. by this Act authorized:

Railway No. 3. (*North-western* Down Junction), Four and a Half Furlongs or thereabouts in Length, commencing in the Parish of *Willesden* in the County of *Middlesex* at or near the East Bank of the River *Brent*, and terminating in the Parish of *Harrow* in the same County by a Junction with the Down Line of the *London and North-western* Railway:

Railway No. 4. (*North-western* Up Junction), Four and a Quarter Furlongs or thereabouts in Length, commencing in the Parish of *Willesden* in the County of *Middlesex* at or near the East Bank of the River *Brent*, and terminating in the Parish of *Harrow* in the same County by a Junction with the Up Lines of the *London and North-western* Railway:

Railway No. 5. (*Midland* Junction), One Mile and Two Furlongs or thereabouts in Length, commencing in the Parish of *Willesden* in the County of *Middlesex* by a Junction with the authorized Line of the *Midland and South-western Junction* Railway, and terminating in the Parish of *Hendon* in the said County by a Junction with Railway No. 1. by this Act authorized:

Railway No. 6. (*South-western* Junction), One and a Half Furlongs or thereabouts in Length, situate wholly in the Parish of *Willesden* in the County of *Middlesex*, commencing by a Junction with the authorized *Midland and South-western Junction* Railway, and terminating by a Junction with Railway No. 5. by this Act authorized:

Railway No. 7. (*Great Eastern* Down Junction), Four Furlongs or thereabouts in Length, situate wholly in the Parish of *Saint John* at *Hackney* in the County of *Middlesex*, commencing by a Junction with Railway No. 1. by this Act authorized, and terminating by a Junction with the Railway No. 3. authorized by the "*Great Eastern* Railway (*Metropolitan* Station and Railways) Act, 1864:"

Railway No. 8. (*Great Eastern* Up Junction), Four Furlongs or thereabouts in Length, situate wholly in the Parish of *Saint John* at *Hackney* in the said County, commencing by a Junction with Railway No. 1. by this Act authorized, and terminating by a Junction with the said Railway No. 3. authorized by the "*Great Eastern* Railway (*Metropolitan* Station and Railways) Act, 1864:"

Railway No. 9. (*Tilbury* Junction), Two Furlongs or thereabouts in Length, situate wholly in the Parish of *West Ham* in the County of *Essex*, commencing by a Junction with Railway No. 1. by this Act authorized, and terminating by a Junction with the *London, Tilbury, and Southend* Railway.

Capital.

8. The Capital of the Company shall be One million six hundred thousand Pounds, in Eighty thousand Shares of Twenty Pounds each.

9. The

Shares not to issue until One Fifth paid up.

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

Calls.

10. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Eighty Pounds *per Centum* of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Power to borrow on Mortgage.

11. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Five hundred and thirty-three thousand Pounds, but no Part thereof shall be borrowed until the whole Capital of One million six hundred thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company 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 the whole of the Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

12. The Mortgagees of the Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Ten thousand Pounds in the whole.

Debenture Stock.

13. The Company may create and issue Debenture Stock.

Monies borrowed on Mortgage to have Priority.

14. All Monies to be borrowed on Mortgage under this Act from the Time when the same shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and the Property from Time to Time of the Company, over all other Claims on account of any Debts incurred or to be incurred, or Engagements entered into or to be entered into, by them: Provided always, that such Priority shall not prejudice or affect any Claim, Right, or Remedy against the Company or their Property in respect

of any Rentcharge to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect the Lien of any Vendor for the unpaid Purchase Money of any Land taken by the Company for the Purposes of the Railway.

Application of Monies.

15. All Monies raised under this Act, whether by Shares, Debenture Stock, or borrowing, shall be applied for the Purposes of this Act only.

First Ordinary Meeting.

16. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act.

Number of Directors.

17. The Number of Directors shall be Eight, but it shall be lawful for the Company from Time to Time to reduce the Number, provided that the Number be not less than Six.

Qualification of Directors.

18. The Qualification of a Director shall be the Possession in his own Right of not less than Twenty-five Shares.

Quorum.

19. The Quorum of a Meeting of Directors shall be Four, but when the Number of Directors is not more than Six the Quorum shall be Three.

First Directors.

20. *William Hawes*, Colonel *John Studholme Brownrigg*, *James Childs*, *Peter Graham*, *Alfred Smee*, *John Sale Barker*, *Henry Moore Brownrigg*, and *Edwin Fox* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting

Election of Directors.

held after the passing of this Act; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present personally or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Newspaper for Advertisements.

21. The Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published in *London*.

22. If

As to Money payable to Persons under Disability.

22. If any Money be payable to any Shareholder being a Minor, Idiot, Lunatic, or *non compos mentis*, the Receipt of the Guardian of such Infant, or of the Committee of such Idiot, Lunatic, or Person *non compos mentis*, shall be a sufficient Discharge to the Company for the same.

Lands for extraordinary Purposes.

23. The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Ten Acres.

Powers for compulsory Purchases limited.

24. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

25. The Railways shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Providing for Light and Ventilation.

26. The Company for the Purposes of Light and Ventilation may make and permanently maintain at the Point of Intersection of any Streets or Roads or Places within the Limits of Deviation on the deposited Plans, and at other Points within those Limits, not being nearer together than Two hundred Yards, Shafts or Openings from the Surface of any Road, Street, or Square to any Portion of the Railway constructed under the Surface of such Road, Street, or Square, subject to the following Provisions; that is to say,

Each of such Shafts or Openings shall not occupy more than a Four-sided Space Five Feet long on each Side thereof:

The Number and Position of such Shafts or Openings shall be agreed upon between the Company and the Vestry or District Board under whose Jurisdiction the Street, Road, or Place may be, or, failing Agreement, shall be decided by the Metropolitan Board of Works:

The Openings shall be enclosed by an Erection of an ornamental Character, to be constructed according to a Design approved of by the Metropolitan Board of Works.

Power to deviate from Levels of Sections.

27. It shall be lawful for the Company in the Construction of the Railways to deviate from the Levels and Gradients as marked on the said Sections to such an Extent as may be found necessary or convenient for avoiding, accommodating, preserving, or improving the Drainage, or Sewers, or other Works in or under the Streets through which the Railways will be made, and the Company may alter the Inclination of their Railway accordingly, anything in "The Railways Clauses

Clauses Consolidation Act, 1845," to the contrary notwithstanding: Provided that no such Deviation shall be made without the Consent of the Metropolitan Board of Works.

Notice to be given of taking Houses of Labouring Classes.

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

Confirming Agreement with London and Saint Katharine Docks Company.

29. The Articles of Agreement made between certain Persons on behalf of the Company and the *London and Saint Katharine* Docks Company, dated the Twenty-eighth Day of *April* One thousand eight hundred and sixty-six, a Copy of which is set forth in the Schedule (A.) to this Act, are hereby confirmed, and shall be carried into effect by the Company as if they in their Corporate Capacity had been Parties thereto, and by the said Docks Company, and the same shall not be any longer binding on the Persons named therein as Promoters of the Company.

Confirming Agreement with Mrs. Walford.

30. The Articles of Agreement made between certain Persons on behalf of the Company and Mrs. *Eleanor Walford*, dated the 16th Day of *February* 1866, a Copy of which is set forth in the Schedule (B.) to this Act, are hereby confirmed, and shall be carried into effect by the Company as if they in their Corporate Capacity had been Parties thereto, and by the said Mrs. *Eleanor Walford*, and the same shall not be any longer binding on the Persons named therein as Promoters of the Company.

Confirming Agreement with Mr. Poynder.

31. The Articles of Agreement made between certain Persons on behalf of the Company and *Thomas Henry Allen Poynder* Esquire, dated Seventeenth Day of *April* One thousand eight hundred and sixty-six, a Copy of which is set forth in the Schedule (C.) to this Act, are hereby confirmed, and shall be carried into effect by the Company as if they in their Corporate Capacity had been Parties thereto, and by the said *Thomas Henry Allen Poynder*.

Confirming Agreement with Edward Raphael.

32. The Articles of Agreement made between certain Persons on behalf of the Company and *Edward Raphael*, dated the Tenth Day of *April* One thousand eight hundred and sixty-six, a Copy of which is set forth in the Schedule (D.) to this Act, are hereby confirmed, and

and shall be carried into effect by the Company as if they in their Corporate Capacity had been Parties thereto, and by the said *Edward Raphael*.

Company to purchase Property of Adam Rivers Steele, Esquire, if required.

33. The Company shall, if required so to do by *Adam Rivers Steele*, of *Cricklewood* in the County of *Middlesex*, Esquire, at any Time within Three Years after the passing of this Act, purchase from him the Freehold and Inheritance in Fee Simple, free from Incumbrance, except only an Annuity of Seventy-five Pounds for the Life of One *Susan Amos*, aged Fifty Years and upwards, of his Properties at *Cricklewood* aforesaid, in the Occupations of himself and of his Tenants, *Charles Baylis* and *William Bliss*, under Leases which will expire on the 25th Day of *March* 1870, at or for the Sum of Thirty-five thousand Pounds, which Sum shall include all Compensation for all or any Damage to him by reason of any of the Powers by this Act, or the General Acts incorporated therewith, vested in the Company, or the Execution of any Works authorized thereby respectively; the said *Adam Rivers Steele* shall, nevertheless, if he shall think fit, in lieu and stead of requiring the Company to purchase his said Properties, be at liberty to require the Company to pay him and to recover from the Company full Compensation for all Damage to him by reason of the Exercise of any of the aforesaid Powers, or the Execution of any of the aforesaid Works; and if the Amount of such Compensation shall not be agreed on between him and the Company, the same shall be ascertained and 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.

Company to purchase Property of Ann Metcalfe if required.

34. The Company shall, if required so to do by *Ann Metcalfe*, of *Cricklewood* aforesaid, Widow, at any Time within Two Years after the passing of this Act, purchase her House at *Cricklewood* aforesaid, and if the Amount of the Purchase Money to be paid to her for the same, and of full Compensation for all Damage to her by reason of the Exercise of any of the aforesaid Powers, or the Execution of any of the aforesaid Works, shall not be agreed on between her and the Company, then the same shall be ascertained and 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.

For Protection of Highbury New Park Estate.

35. In making and maintaining the Railway No. 1. (Main Line) in or through the Estate at *Highbury* belonging to or reputed to belong to *Henry Rydon* Esquire, herein-after called "the *Highbury New Park* Estate," and in or through the adjoining Lands, edged with a Purple Line on the Plan, signed by Mr. *John Smith Burke* and Mr. *Walter Marr Brydone*, and marked "A," the following Provision shall

shall be binding on the Company and all other Parties, and full Effect shall be given thereto; (that is to say,)

(*a*) The Company shall not, without the previous Consent in Writing of the said *Henry Rydon*, his Heirs or Assigns, deviate the centre Line of Railway to the Northwards of the centre Line of Railway laid down on the deposited Plans:

(*b*) So much of the Railway No. 1. (Main Line) as passes through the *Highbury New Park* Estate, and the said adjoining Lands, edged Purple on the said Plan marked "A," shall only be made and maintained in a Covered Way or Tunnel, and without in any Manner permanently altering the existing Level of the Ground, and without any Opening through the Surface of the Ground for Ventilation or Light, or for any other Purpose whatever, unless with the previous Consent in Writing of the said *Henry Rydon*, his Heirs or Assigns:

(*c*) Notwithstanding anything contained in this Act or any Act incorporated therewith, the Company shall not be entitled to take from the said *Henry Rydon*, his Heirs or Assigns, and he or they shall not be compelled to sell to the Company, any Estate or Interest in any Part of the *Highbury New Park* Estate other than a perpetual Easement of making, maintaining, repairing, and using in the *Highbury New Park* Estate, in accordance with this Section, a Covered Way or Tunnel, and the Railway No. 1. (Main Line) therein with not exceeding Four Lines of Rails, the Company making due Compensation for and in respect of the Easement as if the Easement were Land, and for all Damage sustained by reason of the Exercise as regards the said Estate of the Powers by this Act, or any Act incorporated therewith, vested in the Company:

(*d*) Upon the Completion of the Works the Surface of the Ground, so far as it may have been disturbed by the Company, shall be restored and levelled by and at the Expense of the Company:

(*e*) Before the Company open for public Traffic any Part of the Railway No. 1. (Main Line) in the Parish of *Saint Mary, Islington*, they shall make and fit up and shall thenceforth maintain and keep open a Passenger Station, with all proper and sufficient Works and Conveniences, at some convenient Place to be selected by the Company, within Fifty Yards from the *Highbury New Park* Estate, either at the Western or at the Eastern Termination of the said Covered Way or Tunnel:

(*f*) Before the Company open for public Traffic any Part of the Railway No. 1. (Main Line) in the Parish of *Saint Mary, Islington*,

Islington, they shall construct and complete in the Line and Position delineated on the said Plan marked "A" a Road from the Point C to the Point D on the said Plan, and a Road from the Point E to the Point F on the said Plan, each of the said Roads to be not less than Forty Feet wide in every Part:

(*g*) The said Plan marked "A" shall, within Three Months after the passing of this Act, be deposited with the Clerk of the Peace for the County of *Middlesex*, who shall receive and retain it, and permit all Persons interested to inspect it, and make Copies and Extracts of and from it, in like Manner, upon the like Terms, and under the like Penalty for Default as by the Act of the First Year of the Reign of Her present Majesty, Chapter 83, is provided with respect to the Documents therein specified.

For Protection of the Twyford Abbey Estate.

36. Whereas the Railway No. 1. by this Act authorized is intended to be made through the *Twyford Abbey* Estate, belonging or reputed to belong to *Thomas Willan Douglas Willan*, so as to cut off the existing Access to the public Road from a Portion thereof: Therefore for the Protection of the said Estate the Company shall make, provide, and for ever maintain the following Works; that is to say,

Two sufficient Roads of the Width of Twenty-five Feet each at the least, with a perpetual Right of Way over the same for the Owners for the Time being of the said Estate for Traffic of every Description, One of such Roads to connect that Portion of the said Estate which will be on the North Side of the said Railway with the High Road leading from *Ealing* to *Harrow*, and the other of such Roads to connect that Portion of the said Estate which will be on the South Side of the said Railway with the same High Road:

Two Crossings on the Level of the said Railway, with all proper and convenient Gates, Approaches, and Conveniences for the Purpose of Communication for Traffic of every Description between the Portions of the said Estate which will be on either Side of the said Railway:

And such Roads and Crossings on the Level respectively shall, as regards Position and Mode of Construction, be made to the reasonable Satisfaction of the Surveyor of the said *Thomas Willan Douglas Willan*, or other the Owner for the Time being of the said Estate.

As to Construction of Works in Plaistow Marshes.

37. The Company shall so construct their Works in the *Plaistow Marshes* as not to interfere with, or in any way impede or render less convenient, the Rifle Ranges of the 2nd *Tower Hamlets* Volunteer Corps.

38. The

For the Protection of the West Ham Gas Company.

38. The Company shall not, without the Consent in Writing of the *West Ham* Gas Company, enter upon, take, use, or appropriate any of the Lands numbered on the deposited Plans 120, 121, 122, and 123, in the Parish of *West Ham* in the County of *Essex*: Provided that the Company shall pay to the *West Ham* Gas Company full Compensation for any Damage, Injury, or Loss that may be sustained by them by reason of the Execution of any of the Works by this Act authorized, whether such Damage, Injury, or Loss be caused in the Process of executing such Works or subsequent thereto, and whether or not such Damage would but for this Enactment have been the Subject of Compensation under the Provisions of this Act and the Acts incorporated herewith; and the Amount of such Compensation shall be settled from Time to Time by Arbitration under the Provisions of "The Lands Clauses Consolidation Act, 1845."

Not to take Lands or interfere with Railway of Great Western Company, except for the Purpose of a Junction.

39. Notwithstanding anything herein or in the incorporated Acts contained, it shall not be lawful for the Company, nor any Person acting under or in execution of this Act, to enter upon, occupy, or use, either permanently or temporarily, any of the Lands, Works, or Property of the *Great Western* Railway Company, or in any Manner to alter, vary, or interfere with their Railway or Works, without the Consent of that Company under their Common Seal, save only for the Purpose of effecting the Junction and Communication by this Act authorized.

Junction to be made with Great Western Railway.

40. The Junction to be made with the *Great Western* Railway under the Powers of this Act shall be formed in such Place within the Limits of Deviation and in such Manner as shall be agreed upon between the Engineers of the Company and of the *Great Western* Railway Company, or as shall be settled by Arbitration in case of Failure to agree.

Power to Great Western Railway Company to use Railways.

41. The *Great Western* Railway Company, and all Companies and Persons lawfully working or using their Railways, may run over, work, and use, with their Clerks, Officers, and Servants, and their Engines and Carriages, and for the Purposes of their Traffic in Goods Minerals, and Cattle, the Railways by this Act authorized, or any Part or Parts thereof, together with the Stations, Water, Watering Places, Booking Offices, Warehouses, Landing Places, Sidings, Works, and Conveniences connected therewith respectively, and the Company shall make all requisite Arrangements for giving full Effect to such Powers, which nevertheless shall not be exerciseable in respect of local Traffic of the Company.

Tolls on Traffic conveyed

42. During the Exercise by the *Great Western* Railway Company of the Powers conferred upon them by the last preceding Section the *North*

North Metropolitan Railway, or the Portion thereof in respect of which those Powers are exercised, and the *Great Western* Railway, shall, for the Purpose of determining the Amount of Tolls and Charges to be taken or demanded by the *Great Western* Railway Company in respect of Traffic conveyed partly on the one Railway and partly on the other Railway for a less Distance than Four Miles, be considered as One Railway; and in respect of such Traffic, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the one Railway and partly on the other Railway.

partly on the Railway and partly on the Railway of the Great Western Railway Company.

43. The Terms, Conditions, and Regulations to which the *Great Western* Railway Company, and such other Companies and Persons as aforesaid, shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the Company, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Party.

Terms of such Use.

44. The Decision of any such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and any of the said Companies, or such other Persons or Companies as aforesaid, who shall refuse or neglect to perform, observe, or conform to any Decision given or Regulation made by any such Arbitrator in the Premises, shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds during every Day during which such Offence shall continue.

As to Decision of Arbitrator.

45. In using or traversing the said several Railways and Stations, and in using the Works, Buildings, and Conveniences thereof respectively, in accordance with the Provisions herein-before mentioned, the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws are applicable, shall at all Times be observed.

Byelaws to be observed.

46. The Companies or Persons owning or working the said Railway shall receive, book through, forward, accommodate, and deliver on and from the same, and at the Stations, Warehouses, and Booking Offices thereof, all Traffic of whatever Description coming from or destined for the Undertaking of the *Great Western* Railway Company upon such

Providing for Facilities.

such Terms and Conditions as may be agreed upon, or, failing such Agreement, as shall be settled by Arbitration.

Execution of Works of Railways 1. and 3. under London and North-western Railway.

47. The Railways numbered 1. and 3. respectively where they will cross the *London and North-western* Railway shall be carried under that Railway, and all the Works in, upon, or under the Lands of the *London and North-western* Railway Company for the Purposes of carrying those Railways under the Railway of that Company shall be executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer of that Company, and at the Expense of the Company; and such Railways 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 *London and North-western* Railway, and so as to leave undisturbed all the existing Lines at the respective Spots where they are to be passed under by the said Railways of the Company, and so as also to make Provision for the widening of the *London and North-western* Railway at such respective Crossings for not exceeding Two additional Lines of Rails.

Maintenance of those Works.

48. The Company shall at all Times maintain the Arches or other Works by which the said Railways numbered 1. and 3. respectively shall be carried under the *London and North-western* Railway in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineer of the *London and North-western* Railway Company; and if and whenever the Company fail so to do, the *London and North-western* 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 that Company may reasonably think requisite in that Behalf; and the Sum from Time to Time certified by their Engineer to be the reasonable Amount of such their Expenditure shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by that Company from the Company in any Court of competent Jurisdiction.

Plans, &c. for Works affecting the London and North-western Railway.

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

Railways 3. and 4. to join outer Lines

50. Notwithstanding the Junctions shown on the said deposited Plans of the Railways numbered 3. and 4. respectively with the *London*

of London and North-western Railway.

London and North-western Railway, the Junctions of such Railways with that Railway shall be made only with its respective outer Lines; and in the event of the *London and North-western* Railway Company laying down a Fourth Line of Rails at either of such Junctions, the Company shall forthwith, on the Completion of such Fourth Line, at their Expense in all things alter such respective Junctions so that the same respectively may be made and used only with such respective outer Lines; and the Provisions of "The Railways Clauses Act, 1863," with respect to Junctions, shall be applicable to such altered Junctions.

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

51. The Company shall not, without in every Case the previous Consent of the *London and North-western* 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 *London and North-western* Railway Company, except only such Parts of their Lands as it shall be necessary for the Company to take, use, enter upon, or interfere with for the Purpose of making and maintaining the Works by which the said Railways are according to this Act to be carried under the *London and North-western* Railway, and the Junctions with that Railway in manner herein-before provided.

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

52. The Company shall not in any Manner obstruct or interfere with the free, uninterrupted, and safe User of the *London and North-western* Railway, or any Traffic thereon; and if by reason of any Works or Proceedings of the Company there shall be any Obstruction or Interference so as to impede or prevent the convenient Passage of Engines, Carriages, or Waggons along that Railway, the Company shall pay to the *London and North-western* Railway Company the Sum of Twenty Pounds *per* Hour by way of ascertained Damages for every Hour during which any such Obstruction or Interference shall continue.

The Company to pay to London and North-western Railway Company Expenses of Watchmen.

53. The Company shall bear, and on Demand pay to the *London and North-western* Railway Company, the Expense of the Employment by that Company, during the Execution of the Works affecting the *London and North-western* Railway, of a sufficient Number of Inspectors and Watchmen to be appointed by that Company for watching their Railway and its Works with reference to and during the Execution of such intended Works, and for preventing, as far as may be, all Interference, Obstruction, Danger, and Accident from any of the Operations or from the Acts or Defaults of the Company or their Contractors, or any Person or Persons in the Employ of the Company or of their Contractors, with reference thereto or otherwise.

54. If

In case of Obstruction of or Injury to the Works of the London and North-western Company Company to make Compensation.

54. If by reason of the Execution of any of the Works, or any Proceedings of the Company, or the Failure of any such Works, or any Act or Omission of the Company or of their Contractors, or of any Persons in the Employ of the Company or of their Contractors, or otherwise, the *London and North-western* Railway, or any of the Works connected therewith, shall be injured or damaged, such Injury or Damage shall be forthwith made good by the Company at their own Expense, or in the event of their failing so to do then the *London and North-western* Railway Company may make good the same, and recover the Expense thereof, with full Costs, against the Company in any Court of competent Jurisdiction; and if any Interruption shall be occasioned to the Traffic of the *London and North-western* Railway by reason of any of the Matters or Causes aforesaid, the Company shall, in addition to the Penalty lastly provided for, on Demand pay to the *London and North-western* Railway Company all Costs and Expenses to which that Company may be put, as well as full Compensation for the Loss and Inconvenience sustained by them by reason of any such Interruption, such Costs, Expenses, and Compensation to be respectively recoverable, with full Costs, by that Company from the Company in any Court of competent Jurisdiction.

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

55. With respect to any Land of the *London and North-western* Railway Company which the Company is by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the *London and North-western* 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.

London and North-western Company may use Railways.

56. The *London and North-western* Railway Company, and all Companies and Persons lawfully working or using their Railways, may run over, work, and use, with their Clerks, Officers, and Servants, and their Engines and Carriages, and for the Purposes of their Traffic in Goods, Minerals, and Cattle, the Railways No. 3. and No. 4. by this Act authorized, and so much of Railway No. 1. as lies between the Junctions of Railways No. 3. and No. 4. therewith and the proposed Terminus of Railway No. 1. at or near *Gallion's Reach*, and *vice versâ*, or any Part or Parts thereof, together with the Stations, Water, Watering Places, Booking Offices, Warehouses, Landing Places, Sidings, Works, and Conveniences connected therewith respectively, and also all the Junctions authorized by this Act with other Railways between the said Points, and the Company shall make all requisite Arrangements for giving full Effect to such Powers, which nevertheless shall not be exerciseable in respect of local Traffic of the Company.

57. During

Tolls on Traffic conveyed partly on the Railway and partly on the Railway of the London and North-western Company.

57. During the Exercise by the *London and North-western* Railway Company of the Powers conferred upon them by the last preceding Section the Portion of the *North Metropolitan* Railway in respect of which those Powers are exercised, and the *London and North-western* Railway, shall, for the Purpose of determining the Amount of Tolls and Charges to be taken or demanded by the *London and North-western* Railway Company in respect of Traffic conveyed partly on the one Railway and partly on the other Railway for a less Distance than Four Miles, be considered as One Railway; and in respect of such Traffic, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the one Railway and partly on the other Railway.

Terms of such Use.

58. The Terms, Conditions, and Regulations to which the *London and North-western* Railway Company, and such other Companies and Persons as last aforesaid, shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the Company, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Party.

As to Decision of Arbitrator.

59. The Decision of any such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and any of the said Companies, or such other Persons or Companies as aforesaid, who shall refuse or neglect to perform, observe, or conform to any Decision given or Regulation made by any such Arbitrator in the Premises, shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

Byelaws to be observed.

60. In using or traversing the said several Railways and Stations, and in using the Works, Buildings, and Conveniences thereof respectively, in accordance with the Provisions lastly herein-before mentioned, the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws are applicable, shall at all Times be observed.

Providing for Facilities.

61. The Companies or Persons owning or working the said Railway shall receive, book through, forward, accommodate, and deliver on and from the same, and at the Stations, Warehouses, and Booking Offices

Offices thereof, all Traffic of whatever Description coming from or destined for the Undertaking of the *London and North-western* Railway Company upon such Terms and Conditions as may be agreed upon, or, failing such Agreement, as shall be settled by Arbitration.

As to Midland and South-western Junction Railway.

62. And whereas the Main Line of Railway No. 1. hereby authorized is intended to cross the *Midland and South-western Junction* Railway which is now in course of Construction, and the Railway No. 5. hereby authorized is intended to join the same Railway with a view to establish a Communication between the said Railway No. 1. and the *Midland* Railway, and it is expedient that the following Provisions should be made:

(1.) The Company shall construct and for ever maintain the Bridge for carrying their Railway over the *Midland and South-western Junction* Railway with a Span of not less than Forty-eight Feet, and a clear Headway throughout of not less than Fourteen Feet:

(2.) The Railway between the Point shown on the deposited Plans as Six Miles and Four Furlongs and Six Miles and Seven Furlongs shall be constructed so that the centre Line thereof shall be at the Northerly Limit of Deviation shown on the said Plans, or shall be constructed as close alongside of the *Midland and South-western Junction* Railway as practicable:

(3.) If the Company shall elect to construct their Railway close to the last-named Railway, they shall pay to the *Midland and South-western Junction* Railway Company, on account of the Cost of the Land and of the Works common to both Railways, and on account of any incidental Loss, Delay, or additional Expense incurred by the same Company, such Sums of Money as shall be agreed upon between the Two Companies, or, in default of Agreement, as shall be settled by an Arbitrator to be appointed by common Accord between the Companies, or, if they cannot agree upon an Arbitrator, then by some Engineer to be appointed by the Board of Trade:

(4.) If the Railway is constructed at the Northerly Limit of Deviation the Company shall at their own Expense provide and give to the *Midland and South-western Junction* Railway Company all necessary and proper Access to their Station and Works:

(5.) The Company shall also pay to the *Midland and South-western Junction* Railway Company One Half of the Cost of constructing that Portion of the *Midland and South-western Junction* Railway, and the Works connected therewith, which will lie between the Point of Junction therewith of

of the said Railway No. 5. and the *Midland* Railway, and also One Half of the Cost of the Land on which the said Portion of Railway is constructed, and shall also contribute from Time to Time One Half the Cost of maintaining and managing the said Portion of Railway, and the Works, Junctions, and Conveniences connected therewith:

(6.) Until the Company has paid One Half of the Cost as aforesaid, neither they nor any Persons or Companies working or using their Railway shall use the said Portion of Railway or the Works connected therewith; and after the said Payment the said Portion of Railway and Works shall be vested in the Company jointly and equally with the *Midland* and *South-western Junction* Railway Company, and may be used by both Companies in all respects as though they were Part of their respective Undertakings:

(7.) The Company shall not, unless for the Construction of the Works and Stations hereby authorized, enter upon, take, or use any of the Lands of the *Midland* and *South-western Junction* Railway Company, or any Lands which the same Company have Power to purchase, take, and intend to purchase for the Purposes of their Undertaking:

(8.) The said Bridge and all other Works to be executed by the Company on the Lands of the *Midland and South-western Junction* Railway Company, or affecting their Railway, shall be executed under the Superintendence and to the reasonable Satisfaction of the Engineer of the same Company, and so as not to impede or interfere with the Construction of the Railway of the same Company, or the Conveyance of Traffic on the said Railway:

(9.) If the Companies differ as to the Amount to be paid by the Company with respect to the Portion of Railway and Works which is to be common to both Companies, or as to the Sums to be paid by the Two Companies for the Management and Maintenance of the said Portion of Railway and Works, or as to the Management and Maintenance thereof, and the Rules to be observed for the Use thereof by the Two Companies, and the Apportionment between the Two Companies of the Revenue arising from the said Portion of Railway and Works, or as to the Construction and Maintenance by the Company of any Works upon the Lands of the *Midland and South-western Junction* Railway Company, or affecting the Railway and Works of the same Company, or as to any other Matter arising out of this Enactment, every such Difference shall from Time to Time be determined by an Arbitrator appointed as aforesaid, and the "Railway Companies Arbitration Act, 1859," shall apply to every such Arbitration.

63. And

Suspending Construction of Railways 5. and 6.

63. And whereas with a view, among other things, to form a Communication with the *Midland* Railway, the Railways Nos. 5. and 6. by this Act authorized are respectively intended to join the *Midland and South-western Junction* Railway near the authorized Junction of that Railway with the Extension to *London* of the *Midland* Railway: And whereas the *Midland* Railway Company are constructing extensive Sidings, Works, and Conveniences in connexion with their said Railway near the said authorized Junction, and with a view of facilitating the Construction of such Sidings, Works, and Conveniences may desire that the *Midland and South-western Junction* Railway Company should make such a Deviation in that Part of their authorized Railway which the said Railways Nos. 5. and 6. are as aforesaid intended to join as to prevent the said Junctions: Therefore the Company shall not exercise any of the Powers of this Act with respect to Railways Nos. 5. and 6. previously to the First Day of *October* One thousand eight hundred and sixty-seven; and if before that Day the Authority of Parliament shall have been obtained for the Construction of Railways, or of such other Works in lieu of the Railways Nos. 5. and 6. as may be agreed upon between the Three Companies, then the Provisions of this Act with reference to the Construction of the Railways Nos. 5. and 6. shall absolutely cease, provided that the Company shall and they are hereby required to concur in and afford all reasonable Facilities on their Part towards the passing of an Act for authorizing the Construction of the new and substituted Railways or Works aforesaid: Provided always, that nothing herein contained shall be deemed to require the *Midland and South-western Junction* Railway Company to suspend the Execution of their Railway, or shall impede or interfere with the Rights and Powers vested in them for the taking of Lands, and the making and maintaining of that Railway.

For the Protection of the Midland Railway Extension to London Line.

64. And whereas the Railways Nos. 1. and 5. by this Act authorized will in the Parish of *Hendon* be carried under the Railway authorized by "The *Midland* Railway (Extension to *London*) Act, 1863," herein referred to as the *Midland* Railway, and Lands which will be required for the *Midland* Railway, and for the Construction thereon of extensive Sidings, Works, and Conveniences in connexion therewith, 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 Midland Railway.

1. They shall carry their Railways Nos. 1. and 5. respectively under the *Midland* Railway by means of Tunnels or Covered Ways which shall be constructed under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *Midland* Railway Company. The Tunnels or Covered Ways shall respectively commence on the West Side of the *Edgware*

Edgware Road, and terminate on the East Side of the *New Road*, from *Clitterhouse Farm* to *Child's Hill Lane*, authorized by "The *Midland* Railway (New Lines and Additional Powers) Act, 1865:"

No Part of the upper Surface of either of the said Tunnels or Covered Ways shall be nearer than Two Feet Six Inches to the upper Surface of the Rails of the *Midland* Railway:

The said Tunnels or Covered Ways, and the Works connected therewith, as well permanent as temporary, shall be so constructed and maintained as to admit of Lines of Permanent Way being laid across any Part thereof, and so as not to alter or necessitate any Alteration of the Line or Levels of the *Midland* Railway as now in course of Construction, and the Company shall not in any way obstruct or interfere with the Construction of that Railway; provided that the *Midland* Railway Company shall not, without the Consent of the Company under their Common Seal first had and obtained, lower the present Level of the *Midland* Railway to a greater Extent than Twelve Inches:

The Tunnels or Covered Ways shall be completed within Six Months from the Commencement thereof; and if the said Works are not so completed within the Space of Six Months, the Company shall pay to the *Midland* Railway Company, by way of liquidated Damages, the Sum of Twenty-five Pounds for every Day beyond Six Months during which the Works shall be incomplete:

As to Repair of Bridge over Midland Railway.

2. The Company shall at all Times maintain the said Tunnels and Covered Way 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 *Midland* Railway Company; and if and whenever the Company fails so to do, the *Midland* 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 *Midland* 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 *Midland* Railway Company or the Engineers, the Matter 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 One of the Companies, or in such Proportions by the Two Companies, as the Arbitrator may determine:

Traffic on Midland Railway not

3. The Company shall not, in the Execution or Maintenance of the Works by this Act authorized, in any Manner obstruct or interfere

to be interfered with.

interfere with the free, uninterrupted, and safe Use of the *Midland* Railway, and the Sidings, Roads, and Approaches connected therewith:

Company to acquire only an Easement in Lands of the Midland Railway Company.

4. With respect to any Land which the *Midland* Railway Company are authorized to take and shall take for the Purposes of the *Midland* Railway, and which the Company are by this Act also authorized to take, 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 Lands, but the Company may purchase and take, and the *Midland* Railway Company may and shall grant accordingly, an Easement or Right of using the same for the Purpose of enabling the Company to construct the Railways firstly and fifthly herein-before described, and to construct and maintain the herein-before mentioned Tunnels or Covered Ways under the *Midland* Railway.

Company not to take Lands belonging to the Midland Railway Company without Consent.

65. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company, without the previous Consent in Writing in every Instance of the *Midland* Railway Company, to take or enter upon or use, either permanently or temporarily, any of the Lands belonging to the *Midland* Railway Company, or to alter, vary, or interfere with the *Midland* Railway, or any of the Works thereof, further or otherwise than is necessary for the proper and convenient making of the Tunnels or Covered Ways as aforesaid: Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Midland* Railway Company otherwise than is herein expressly provided.

Midland Company may use Railways.

66. The *Midland* Railway Company may run over and use, with their own Servants, Engines, and Carriages, for the Conveyance of Goods, Cattle, Coal, and Minerals, the Railways No. 5. and No. 6. hereby authorized, together with so much of Railway No. 1. as lies between the Junctions of the said Railways No. 5. and No. 6. therewith and the proposed Terminus of Railway No. 1. at or near *Gallion's Reach*, and *vice versâ*, together with the Terminal and all intermediate Stations of the said Railways, and also all the Junctions authorized by this Act with other Railways between the said Points, and the Company shall make all requisite Arrangements for giving full Effect to such Powers, which nevertheless shall not be exercisable in respect of local Traffic of the Company.

Tolls on Traffic conveyed partly on the Railway and partly on the Railway of the

67. During the Exercise by the *Midland* Railway Company of the Powers conferred upon them by the last preceding Section the Portion of the *North Metropolitan* Railway in respect of which those Powers are exercised and the *Midland* Railway shall, for the Purpose of determining the Amount of Tolls and Charges to be taken or demanded

demanded by the *Midland* Railway Company in respect of Traffic conveyed partly on the one Railway and partly on the other Railway for a less Distance than Four Miles, be considered as One Railway; and in respect of such Traffic, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the one Railway and partly on the other Railway. Midland Railway Company.

68. The Terms, Conditions, and Regulations to which the *Midland* Railway Company shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the Company, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Party. Terms of such Use.

69. The Decision of any such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and either of the said Companies who shall refuse or neglect to perform, observe, or conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds or every Day during which such Offence shall continue. As to Decision of Arbitrator.

70. In using or traversing the said several Railways and Stations, and in using the Works, Buildings, and Conveniences thereof respectively, in accordance with the Provisions herein-before mentioned, the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws are applicable, shall at all Times be observed. Byelaws to be observed.

71. It shall not be lawful for the Company in the Construction of the Railway No. 1. by this Act authorized to alter the Level thereof, as shown on the deposited Sections, so as to raise the same at the Point where the same will pass under the Railway No. 1. authorized to be constructed by "The *Barnet, Hendon, and Midland Junction* Railway Act, 1866." As to Construction of Railway over Barnet, Hendon, and Midland Junction Railway.

72. The Company in carrying the Railway No. 1. (Main Line) by this Act authorized across and over the *Tottenham and Hampstead Junction* Railway, and the Lands from Time to Time belonging to As to Mode of crossing the Tottenham and Hampstead

Junction Railway.

to or in the Possession of the *Tottenham and Hampstead Junction* Railway Company, or which that Company are authorized to purchase, shall be bound by and comply with the following Provisions; that is to say,

First, the centre Line of the Railway where it crosses over the *Tottenham and Hampstead Junction* Railway and the Lands respectively shall not, without the Consent in Writing of the *Tottenham and Hampstead Junction* Railway Company under their Common Seal, be deviated to the North of the Line of Railway as shown on the Plans thereof deposited for the Purposes of this Act:

Secondly, the Railway shall be carried over and across the *Tottenham and Hampstead Junction* Railway by means of a Bridge with Three Openings:

Thirdly, except only so far as the *Tottenham and Hampstead Junction* Railway Company by Writing under their Common Seal otherwise consent, each Opening shall be of at least Seventy-five Feet clear Span in every Part thereof, measured at Right Angles with the Rails of the *Tottenham and Hampstead Junction* Railway, and having in every Part thereof a clear Space of at least Fifteen Feet in Height over the Surface of those Rails.

Plan, &c. of Bridge over the Tottenham and Hampstead Junction Railway to be approved of by that Company.

73. The Bridge by which the Railway shall be carried over and across the *Tottenham and Hampstead Junction* Railway and the Lands respectively, and all Works and Conveniences connected therewith, shall be constructed in such Manner only as not to interfere with the Use of the *Tottenham and Hampstead Junction* Railway, and the Passage of the Traffic thereon, and shall be executed under the Direction and to the reasonable Satisfaction of the Engineer of the *Tottenham and Hampstead Junction* Railway Company, and according to Plans, Elevations, Sections, and Specifications to be submitted by the Company to the Engineer of the *Tottenham and Hampstead Junction* Railway Company, and to be approved of by him in Writing under his Hand before the Bridge or Works are begun.

As to Repair of Viaduct over Tottenham and Hampstead Junction Railway.

74. The Company shall at all Times maintain the Bridge by which the Railway will be carried over the *Tottenham and Hampstead Junction* Railway, and the Works and Conveniences connected therewith, in complete and substantial Repair, Order, 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 in and upon as well the Lands of the Company as their own Lands such Works and Things as the *Tottenham and Hampstead Junction* Railway Company may think requisite in that Behalf, and the reasonable Amount

Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company, and in default of full Repayment the Amount may be recovered, with full Costs, by the *Tottenham and Hampstead Junction* Railway Company from the Company in any Court of competent Jurisdiction: Provided always, that if any Dispute shall arise between the Company and the *Tottenham and Hampstead Junction* Railway Company with reference to any Matter comprised or referred to in this or the last preceding Section, 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.

Company to pay to Tottenham and Hampstead Junction Railway Company Expenses of Watchmen.

75. During the Construction of the Railway over and adjacent to the *Tottenham and Hampstead Junction* Railway the Company shall bear, and on Demand pay to the *Tottenham and Hampstead Junction* Railway Company, the reasonable Expenses of erecting sufficient Signals, and the Employment by that Company of a sufficient Number of Inspectors, Watchmen, and Signalmen to be appointed by them for watching their Railway with reference to and during the Construction of the intended Works, and for preventing, as far as may be, all Interference, Danger, and Accidents to arise from any of the Operations of the Company, or from the Acts or Defaults of their Contractors, or of any Person or Persons in the Employ of the Company or their Contractors.

Traffic on the Tottenham and Hampstead Junction Railway not to be interfered with.

76. The Company shall not, in the Exercise of any of the Powers of this Act, alter or necessitate the Alteration of the Line or Levels of the *Tottenham and Hampstead Junction* Railway, or in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe Use of that Railway, or any Traffic thereon; and if at any Time or Times hereafter the free, uninterrupted, and safe Use of that Railway, or any 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 Sum of Fifty Pounds *per* Hour by way of ascertained Damages for every Hour during which such Obstruction, Hindrance, or Interference shall continue.

Company to pay all Damages sustained by Tottenham and Hampstead Junction Railway Company.

77. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the *Tottenham and Hampstead Junction* Railway Company all Costs, Losses, Damages, and Expenses which may be occasioned to any of their Railways, Works, or Property, or to the Traffic thereon, or to any Person or Persons using the same, or otherwise, by reason of the Execution or Failure of any of the intended Works, or of any Act or Omission of the Company, or of any Persons in their Employ, or of their Contractors or others, and the Company shall effectually indemnify and hold harmless the

Tottenham and Hampstead Junction Railway Company from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission.

Land of Tottenham and Hampstead Junction Railway Company not be taken without Consent.

78. No Land belonging to the *Tottenham and Hampstead Junction* Railway Company, or which that Company are authorized to purchase and take, shall be taken, used, or entered upon by the Company without the previous Consent of the *Tottenham and Hampstead Junction* Railway Company in Writing under their Common Seal: Provided that the Company may purchase and take from the *Tottenham and Hampstead Junction* Railway Company, and that Company shall, if so required by the Company, grant in perpetuity to them, an Easement in or Right of using, for the Purpose of making and maintaining the Bridge over the *Tottenham and Hampstead Junction* Railway, the said Land belonging to that Company.

Provisions as to Signals.

79. If by reason of the making of the Railway first herein-before described it becomes necessary to add to or alter any Signal or Signals upon the *Tottenham and Hampstead Junction* Railway, the same shall be so added to or altered by the *Tottenham and Hampstead Junction* Railway Company, and the Expense thereof shall be repaid to them by the Company, and in default may be recovered in any Court of competent Jurisdiction.

Saving Rights of the Tottenham and Hampstead Junction Railway Company.

80. Nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, Authorities, or Privileges of the *Tottenham and Hampstead Junction* Railway Company.

Protection of North London, Highgate, and Alexandra Park Railway.

81. The Company, in constructing their Railway across the proposed Line of the authorized *North London, Highgate, and Alexandra Park* Railway, shall execute their Works according to Plans, Sections, and Specifications to be previously approved of by the Engineer for the Time being of the *North London, Highgate, and Alexandra Park* Railway Company, and the Company shall pay all additional Expense the *North London, Highgate, and Alexandra Park* Railway Company may be put to consequent on the Construction of the *North Metropolitan* Railway.

Providing for Junction with Great Northern Railway.

82. Whereas the Railway No. 1. herein-before described is intended to cross over the *Great Northern* Railway in the Parish of *St. Mary, Islington*, and to occupy Lands necessary for the Purposes of that Railway, which Lands the *Great Northern* Railway Company are by a Bill now pending in Parliament ("*Great Northern* Railway (Additional Powers) Bill") seeking Power to acquire, and the said Lands are shown upon a Plan signed by Mr. *Seymour Clarke* on behalf of the *Great Northern* Railway Company, and by Mr. *John Smith Burke* on

on behalf of the Company: And whereas no Provision is made in the Plans and Sections deposited as aforesaid with respect to the Railway hereby authorized for a Junction between the Two Railways, but it is expedient that such Junction should be made, and the same can be conveniently effected upon Lands which the *Great Northern* Railway Company either now possess or are seeking Powers as aforesaid to acquire, and it is also expedient that Power should be granted to the *Great Northern* Railway Company to use a Portion of the Undertaking hereby authorized: Be it therefore enacted as follows:

(1.) If the *Great Northern* Railway Company and the Company, or either of them, acquire Power to purchase the necessary Lands, the Company shall so lay out and construct the said Railway No. 1. in the Parish of *Saint Mary, Islington*, at and near the Crossing of the *Great Northern* Railway as to enable a convenient Junction Line being made from a Point about Twenty Chains on the said Railway No. 1. Eastward of that Crossing to the *Great Northern* Railway at a Point South of the Crossing of the *Seven Sisters Road*, and the Company shall construct to the reasonable Satisfaction of the Engineer of the *Great Northern* Railway Company and of the Board of Trade such Junction Line accordingly, with all proper Works and Conveniences for the Purpose of establishing a Communication between the Two Railways:

(2.) The Works upon the *Great Northern* Railway necessary for effecting such Junction shall be made by the *Great Northern* Railway Company:

(3.) From and after the Completion of the said Junction Line the *Great Northern* Railway Company may run over and use, with their own Servants, Engines, and Carriages, for the Conveyance of Goods, Cattle, Coal, and Minerals, so much of Railway No. 1. as lies between the Point of Junction with the *Great Northern* Railway hereby provided for and the proposed Terminus of the *North Metropolitan* Railway at *Gallion's Reach*, and *vice versâ*, together with the Terminal and all intermediate Stations of the said Railway between the Points aforesaid, and also all the Junctions authorized by this Act with other Railways between the said Points, and the Company shall make all requisite Arrangements for giving full Effect to such Powers, which nevertheless shall not be exerciseable in respect of local Traffic of the Company:

(4.) The Railway No. 1. shall be carried across the *Great Northern* Railway by a Bridge of One Span, and of not less than Fourteen Feet clear Height throughout, and the said Railway No. 1. shall be constructed over the Lands of the *Great Northern* Railway Company, whether already possessed by them

them or acquired by them under the Powers of the said Bill which they are now promoting, on Arches, so as to interfere as little as possible with the said Land, or with the Use of the Sidings which the *Great Northern* Railway Company intend to construct there:

(5.) Nothing in this Act contained shall authorize the Company, unless for the Construction of the said Railway No. 1. and of the Junction with the *Great Northern* Railway which they are by this Act required to make, to enter upon, take, or use any of the Lands belonging to the *Great Northern* Railway Company, or which the said Company may acquire Power to purchase as aforesaid, and the Compensation to be paid by the Company to the *Great Northern* Railway Company for the Occupation of the said Lands, and for the Interference with the Works or Sidings of the *Great Northern* Railway Company, or with the beneficial Occupation by the same Company of the said Lands, shall, if not otherwise agreed on, be settled by Arbitration as herein-after mentioned:

(6.) All Works to be constructed by the Company in connexion with the *Great Northern* Railway, or over the Lands of the *Great Northern* Railway Company, or on the Lands which the said Company shall as aforesaid acquire Power to purchase, shall be executed under the Superintendence and to the reasonable Satisfaction of the Engineer of the *Great Northern* Railway Company; and in the Construction of the said Works the Company shall not interfere with the Conveyance of Traffic on the *Great Northern* Railway, and if the Company shall so interfere they shall forfeit to the *Great Northern* Railway Company Twenty Pounds for every Hour during which such Interference shall last:

(7.) If any Difference shall arise between the Companies as to the Terms and Conditions, pecuniary or otherwise, upon which the Powers hereby granted to the *Great Northern* Railway Company of using the Portion herein-before described of Railway No. 1., and the said Junction Line and Stations, Works, and Conveniences connected therewith respectively, may be exercised, or concerning the Byelaws or Regulations to be observed by the same Company with relation to such Use, or concerning the Construction of the Junction Line hereby authorized, or concerning the Works to be executed by the Company in connexion with the *Great Northern* Railway, or on the Lands belonging to or which may as aforesaid be acquired by the *Great Northern* Railway Company, every such Difference shall from Time to Time be

be settled by an Arbitrator to be appointed by the Two Companies, or, if they cannot agree on an Arbitrator, then by some Person to be appointed by the Board of Trade on the Application of either Company, and the "Railway Companies Arbitration Act, 1859," shall apply to every such Arbitration.

Tolls on Traffic conveyed partly on the Railway and partly on the Railway of the Great Northern Company.

83. During the Exercise by the *Great Northern* Railway Company of the Powers conferred upon them by the last preceding Section the Portion of the *North Metropolitan* Railway in respect of which those Powers are exercised and the *Great Northern* Railway shall, for the Purpose of determining the Amount of Tolls and Charges to be taken or demanded by the *Great Northern* Railway Company in respect of Traffic conveyed partly on the one Railway and partly on the other Railway for a less Distance than Four Miles, be considered as One Railway; and in respect of such Traffic, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the one Railway and partly on the other Railway.

Provision as to Junctions with Great Eastern Railway.

84. Every Junction between any Railway by this Act authorized and any Railway (existing or authorized) of the *Great Eastern* Railway Company shall (unless the Company and the *Great Eastern* Railway Company under their respective Common Seals otherwise agree) be made at the Point and in the Manner shown on the Plans and Sections deposited for the Purposes of this Act, and not otherwise or elsewhere.

Saving Line and Levels of Great Eastern Company.

85. The Company shall not, without the Consent of the *Great Eastern* Railway Company under their Common Seal, alter the Line or Level of any Railway of the *Great Eastern* Railway Company, nor without the like Consent (except for the Purpose of effecting the Works by this Act authorized and shown on the deposited Plans) take or use any Land which now belongs to the *Great Eastern* Railway Company, or which that Company are now authorized to acquire, or which they may by any Act passed in the present Session of Parliament be authorized to acquire.

Not to interfere with the Great Eastern

86. The Company shall not, for the Purposes by this Act authorized, acquire any Ownership of or in any Land or Property of the *Great Eastern* Railway Company, or which they are authorized to acquire,

Railway without Consent.

acquire, but the Company shall acquire only an Easement or Right for making, maintaining, and using the Works by this Act authorized as shown on the deposited Plans and Sections; and the Company shall not enter upon or interfere with any Railway, Lands, or Works of the *Great Eastern* Railway Company, or which they are authorized to make or acquire, or execute any Work whatsoever over, under, or affecting the same, until there shall have been delivered to that Company by the Company Plans, Drawings, and Specifications of the Works intended to be executed over, under, or affecting such Railway, Lands, and Works (and which Plans, Drawings, and Specifications shall describe the Manner of executing the intended Works, and the Materials to be used for the Purpose), nor until those Plans, Drawings, and Specifications have been examined and approved in Writing under his Hand by the principal Engineer of the *Great Eastern* Railway Company, or, in the event of his failing to approve the same for One Calendar Month after the Plans, Drawings, and Specifications have been delivered to that Company, until the same have been examined and approved by an Engineer to be appointed by the Board of Trade, and the same Works shall be executed by the Company at their sole Expense, and shall respectively be subsequently maintained by the Company in all things according to the approved Plans, Drawings, and Specifications, under the Superintendence and to the reasonable Satisfaction of the principal Engineer of the *Great Eastern* Railway Company.

Company to pay to Great Eastern Company Expenses of Watchmen during Construction of Works.

87. The Company shall bear, and on Demand pay to the *Great Eastern* Railway Company, the Expenses of Employment by them, during the making of the Works by this Act authorized over, under, and adjacent to any Railway of the *Great Eastern* Railway Company, of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railway with reference to and during the Execution of the intended Works, and for preventing, as far as may be, all Interference, Obstruction, Danger, and Accident to arise from any of the Operations or from the Acts or Defaults of any Person or Persons in the Employ of the Company with reference thereto or otherwise.

Penalty in case of Interruption of Traffic on Great Eastern Railway.

88. If by reason of any Works or Proceedings of the Company there shall be any Obstruction of or Interference with any Railway of the *Great Eastern* Railway Company so as to impede or prevent the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *Great Eastern* Railway Company the Sum of Twenty Pounds by way of ascertained Damages for every Hour during which that Obstruction or Interference continues.

The Company to pay all Damages

89. The Company shall from Time to Time be responsible for and make good to the *Great Eastern* Railway Company all Costs, Losses, Damages,

Damages, and Expenses from Time to Time occasioned to the *Great Eastern* Railway Company, or any of their Works or Property, or the Traffic thereon, or any Person or Persons using the same, or otherwise, by reason of the Execution or Failure of any of the Works of or incidental to the Railways by this Act authorized, or any Act or Omission of the Company, or any of the Persons in their Employ, or their Contractors or others; and the Company shall effectually indemnify and hold harmless the *Great Eastern* Railway Company from all Claims and Demands upon or against them by reason of any such Execution or Failure, and of any such Act or Omission. sustained by Great Eastern Company.

90. Every Arch or Bridge for carrying any Railway by this Act authorized under or over any Railway, existing or authorized, of the *Great Eastern* Railway Company, and the Works connected with every such Arch or Bridge, shall be of such Dimensions and so constructed as to admit of the convenient Maintenance and User by the *Great Eastern* Railway Company on and over or (as the Case may be) under the same of Four Lines of Railway at the least, with proper and usual incidental Spaces. Providing for Bridges over or under the Great Eastern Railway.

91. The Company and the *Great Eastern* Railway Company may from Time to Time enter into and carry into effect any Agreements or Arrangements with respect to the Construction and Alteration respectively of the Archways or Bridges to be so constructed and altered respectively, and the carrying of the Railways by this Act authorized respectively over or under the Railways (existing or authorized) of the *Great Eastern* Railway Company. The Company and Great Eastern Company empowered to enter into Agreements.

92. Every such Archway or Bridge and the incidental Works connected therewith shall from and after the Completion thereof (but subject and without Prejudice to the Duty and Obligation of the Company for ever thereafter, at their own Expense, to uphold and maintain the same in good and sufficient Repair, and otherwise in respect thereof,) be the Property of the *Great Eastern* Railway Company, and be deemed Part of the Structure of their Railways. Bridges to be Property of Great Eastern Company.

93. No Signal or Signal Building or other Work which could prejudicially interfere with the View along any Railway (existing or authorized) of the *Great Eastern* Railway Company, or with the signalling or the Traffic thereon, shall be placed, erected, or made upon or adjacent to any Arch, Bridge, or Viaduct by this Act authorized. For preventing Obstructions to View on Great Eastern Railway.

94. The *Great Eastern* Railway Company may from Time to Time run, work over, and use, with their own Engines, Carriages, and Trucks, Officers and Servants, (but only for the Conveyance of Goods, Running Powers for Great Eastern Company

Goods, Minerals, and Coals,) Railways Nos. 7. and 8., and so much of Railway No. 1. as lies between the Junctions of Railways Nos. 7. and 8. with Railway No. 1. and the proposed Terminus of the *North Metropolitan* Railway at or near *Gallion's Reach*, and *vice versâ*, together with the Terminal and all other intermediate Stations of the said Railway between the Points aforesaid, and also all the Junctions authorized by this Act with other Railways between the said Points.

Tolls on traffic conveyed partly on the Railway and partly on the Railway of the Great Eastern Company.

95. During the Exercise by the *Great Eastern* Railway Company of the Powers conferred upon them by the last preceding Section the Portion of the *North Metropolitan* Railway in respect of which those Powers are exercised and the *Great Eastern* Railway shall, for the Purpose of determining the Amount of Tolls and Charges to be taken or demanded by the *Great Eastern* Railway Company in respect of Traffic conveyed partly on the one Railway and partly on the other Railway for a less Distance than Four Miles, be considered as One Railway; and in respect of such Traffic, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the one Railway and partly on the other Railway.

Company to give Effect to Running Powers.

96. The Company shall from Time to Time, after the Expiration of Seven Days from Notice in Writing so to do given to them by the *Great Eastern* Railway Company, make all Arrangements and afford and render all Services and Facilities requisite for giving full Effect to the Powers by this Act given to the *Great Eastern* Railway Company of running or working over or using the said Railways, which Powers nevertheless shall not be exerciseable in respect of the local Traffic of the Company.

Tolls and Terms for such Use.

97. The Tolls and other Monies (if any) to be paid, and the Terms, Conditions, and Regulations to be observed and performed, by the *Great Eastern* Railway Company for and in respect of such User, and of the Services and Facilities aforesaid, shall be such as are from Time to Time agreed upon between them and the Company, or, failing Agreement, determined by an Arbitrator to be appointed by the Board of Trade on the Application of the Companies interested, or of either of them, and the Cost of the Arbitration shall be in his Discretion, and his Decision shall be binding on, and any Regulations he may make shall be observed and performed by, all Parties interested; provided that if the same be determined by Arbitration, the Tolls and other

other Payments, if any, to be so awarded by the Arbitrator may, in his Discretion, be either more or less than the Tolls or Charges which the Company may for the Time being be authorized to levy.

Confirming Agreement with North London Railway Company.

98. The Agreement bearing Date the Twenty-eighth Day of *March* One thousand eight hundred and sixty-six, and made between *William Hawes* Esquire and Colonel *John Studholme Brownrigg*, as Two of the Promoters of the Company, of the one Part, and the *North London* Railway Company of the other Part, and a Copy of which Agreement is contained in Schedule (E.) to this Act, is hereby confirmed and made binding on the Company, and the same shall not be any longer binding on the Parties named therein as Promoters of the Company.

Saving the Rights of the Regent's Canal Company.

99. Whereas the Railway No. 1. by this Act authorized is intended to be carried over certain Lands situate in the Parish of *Willesden* in the County of *Middlesex*, and numbered 18 and 20 on the deposited Plans of the said Railway, used as a Feeder from a Reservoir for the *Regent's* Canal belonging to the Company of Proprietors of the *Regent's* Canal (herein-after called the *Regent's* Canal Company), and it is expedient to make Provisions in respect thereof: Therefore, except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the Estates, Rights, Interests, Powers, and Privileges vested in the *Regent's* Canal Company, and the Company shall not, without (or otherwise than in accordance with) the previous Consent of the *Regent's* Canal Company in Writing under their Common Seal, alter the Levels or Beds of the Feeder or Watercourses, or the Banks or Boundaries thereof, or obstruct the Means of Access thereto, or divert, intercept, cut off, take, use, or lessen any of the Waters flowing in or by means of the Feeder or Watercourses, or which the *Regent's* Canal Company are authorized to take for the Supply to or Use of the Feeder or Reservoir and the *Regent's* Canal, or damage, injure, or interfere with any of the Works of the Feeder or Watercourses, or take or use (except for the limited Purposes herein-after mentioned) any Part of the Feeder or Watercourses, or of the Beds, Banks, or Works connected with the Feeder or Watercourses, or any Land belonging to the *Regent's* Canal Company, or in which they may be interested; 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 leave a less Headway than Twelve Feet over the existing Top Surface of the Banks of the Feeder; and nothing herein contained shall compel the *Regent's* Canal Company to convey or assign to the Company the Fee Simple or other Interest in the Land belonging to them, or in which they may be interested, 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 to have, use, and possess such Way and Passage for the Railway and Works by means of a Bridge over the Feeder as are hereby provided for, together with all Rights and Easements necessary to the due Use and Enjoyment of the same.

Bridge over the Brent Feeder and other Works to be constructed by the Company.

100. For the Purpose of carrying Railway No. 1 over the Feeder, the Company shall construct and maintain a Bridge of Brick, Stone, or Iron over the Feeder of not less than Twenty Feet Span, measured at Right Angles to the Face of the Abutments thereof, and no Part of the Soffit or Underside of the Bridge shall be less than Twelve Feet clear above the Level of the existing Top Surface of the Banks of the Feeder; and the Company shall make the Channel of the Feeder under the Bridge, and for a Length of not less than One hundred Feet on each Side of the Bridge, of a uniform Width of Ten Feet, and shall deepen such Channel to the same Extent so as to make the same throughout of a Depth uniform with that of the lowest Part of the existing Channel within the Distance of One hundred Feet from the Bridge, and shall wall the same with Brick or Stone on both Sides and for the full Length of such deepening, and shall remove all the Earth to be excavated in making such Enlargement from the Land and Premises of the *Regent's* Canal Company; and the Company shall construct and maintain under the Bridge, and on such Side of the Feeder as shall be approved by the *Regent's* Canal Company's Engineer, a Roadway not less than Ten Feet wide.

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

101. The Bridge and all the Works connected therewith shall be made and for ever maintained by the Company in good, substantial, and Water-tight Condition and Repair, and so far as relates to all Precautions for the Safety and Preservation of the Feeder and Watercourses, the Water passing by means thereof respectively, and the Works connected therewith, and for preserving a free and uninterrupted Access to the Feeder, the Bridge, Walls, and Road, and all the Works connected therewith respectively, and all Repairs to the Bridge, shall be made and done in accordance with Plans and Specifications to be in every Case before the Commencement of the Works or Repairs submitted for his Approval to and approved by the *Regent's* Canal Company's Engineer, and the same Works and Repairs shall be commenced, carried on, and completed under his Superintendence and to his Satisfaction; and if and whenever during the Progress of any of the Works or Repairs any Damage or Injury is occasioned to the Feeder or Watercourses, or the Works thereof, the Company shall, under the Superintendence and to the Satisfaction of the *Regent's* Canal Company's

Company's Engineer, restore the same to the same State and Condition as before the happening of the Damage or Injury; and if and whenever during or after the making or repairing of the Bridge, Walls, and Road, or any of the Works connected therewith, by reason of the same, or of the making or repairing of the same, or by reason of any Defect in the making or repairing of the same, or by reason of any Failure or Want of Repair of the same, or otherwise, any Loss of Water or any Obstruction of the present Means of Access to the Feeder occurs, and Notice in Writing thereof is given by or on behalf of the *Regent's* Canal Company to the Company, or their Secretary or other Officer, and the Company do not within Fourteen Days after the Notice, or forthwith, if the Nature of the Case so requires, well, sufficiently, and effectually prevent the Loss of Water, or remove the Obstruction, or make or do for the Purpose, under the Superintendence and to the Satisfaction of the *Regent's* Canal Company's Engineer, all proper and sufficient Works, Repairs, and Things, and complete the same with all reasonable Expedition, the *Regent's* Canal Company from Time to Time may, under his Superintendence and to his Satisfaction, make or do the same, and prevent the Loss of Water, or remove the Obstruction; and the Company shall from Time to Time pay to the *Regent's* Canal Company all the Costs and Expenses incurred by them in that Behalf, including their Engineer's Charges for his Superintendence.

Bridge, Walls, and Works to be completed within Twelve Months.

102. The Bridge, Walls, Enlargement of Feeder and Road, and all the Works connected therewith respectively, shall be completed within Twelve Months after the Day on which the same or any of them respectively are commenced, and if the same or any of them are not completed within that Period the Company shall forfeit and pay to the *Regent's* Canal Company as and for liquidated Damages Forty Shillings for every Day after the Expiration of that Period until the whole thereof are completed; and if and whenever during or after the making or repairing of any of the Works by this Act authorized, or by reason of the same, or of the making or repairing of the same, or by reason of any Defect in the making or repairing of the same, or by reason of any Failure or Want of Repair of the same, or by reason of any Act, Neglect, or Omission of the Company, or of their Agents, Servants, or Workmen, any Water in the Feeder or Watercourses leaks, escapes, or runs to waste from the Feeder or Watercourses, the Company shall pay to the *Regent's* Canal Company Ten Pounds as and for liquidated Damages for every reasonably estimated Nine thousand Cubic Feet of Water which so leaks, escapes, or runs to waste, and in the same Proportion for any other Quantity; and if and whenever by reason of any of those Circumstances or Causes the free Passage and running of Water along or by means of the Feeder or Watercourses shall be in any way obstructed or interfered with, or

if the Access to the Feeder is so obstructed as to prevent the *Regent's* Canal Company, or any of their Servants or Workmen, from passing uninterruptedly to and from and along the Banks thereof, the Company shall pay to the *Regent's* Canal Company Twenty Shillings as and for liquidated Damages for every Hour during which the Obstruction continues after Notice thereof is given by or for the *Regent's* Canal Company to the Company, or their Secretary or other Officer; and if and whenever any such Obstruction continues for more than Forty-eight consecutive Hours after the Notice, or is caused by any wilful Act, Neglect, or Omission on the Part of the Company, or any of their Agents, Servants, or Workmen, the Company shall pay to the *Regent's* Canal Company Forty Shillings as and for liquidated Damages for every Hour during which the Obstruction continues.

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

103. Nothing herein contained shall prevent the *Regent's* Canal Company, or any Person, from recovering from the Company, in addition to the liquidated Damages, the Amount of any special Damage sustained by them or him, or that they or he may be liable to pay, for or on account or by reason of the Acts, Neglects, or Defaults of the Company, or by reason of the Leakage, Escape, or running to waste of any Water from the Feeder or Watercourses, if the same shall be caused or happen by reason of any of those Circumstances or Causes, or of the making or maintaining of the Railway, or of any of the hereinbefore mentioned Works respectively; and the *Regent's* Canal Company, and any or every such Person, may sue for and recover the special Damage in any Court of competent Jurisdiction.

Saving Rights of the Grand Junction Canal Company.

104. Whereas the Railway No. 1. authorized by this Act is intended to pass under the *Grand Junction* Canal at a Point in the Parish of *Harrow* 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 *Grand Junction* Canal, who are herein-after referred to as "the Canal Company," which Expression as herein-after used shall be held to mean the said Company of Proprietors; and the Company shall not, without the Consent of the Canal Company under their Common Seal, alter the Line or Level of the said Canal or of the Towing-path thereof, or obstruct or impede the Navigation of the said Canal, or, except during the Construction of the Works, divert, intercept, cut off, take, use, or diminish any of the Waters of or in the said Canal, or which may be taken for the Use of or which supply the said Canal, or injure or interfere with any of the Works of the said Canal, or, except during the Construction of the Works herein-after mentioned, diminish or alter the Width of the Waterway or Towing-path of the said Canal, or take or use, except as herein-

herein-after mentioned, any Part of the said Canal or of the Towing-path, Locks, Feeders, Lay-byes, Wharves, Warehouses, Banks, Bridges, or other Works connected with the said Canal, or any Land belonging to the Canal Company, or prevent or impede the Overflow of Water from the said Canal into or by means of the Overflow Stream numbered on the deposited Plans 35, in the Parish of *Harrow*, or otherwise; and the Company shall not, without such Consent as aforesaid, make at the Point of crossing the said Canal, or on any Lands belonging to the Canal Company, any Deviation from the centre Line of the Railway as delineated on the deposited Plans, by which Deviation any Wharf, Warehouses, Locks, Lock-houses, Side Ponds, Towing-paths, Bridges, Banks, Feeders, or any other Works belonging to the Canal Company would be, except during the Construction of the Works, taken, used, or damaged, or to make any Deviation from the Level of the Railway as delineated on the deposited Sections by which such Level would be raised where the Railway is made under the said Canal; and nothing herein contained shall compel the Canal Company to convey the Fee Simple of the Land belonging to them through which the Railway is intended to pass to the Company, but the Fee Simple of the Canal Company's said Land shall remain vested in the Canal Company, subject nevertheless to the Right of the Company and their Successors for ever to construct and maintain the Railway in the Line and upon the Levels delineated on the said Plans and Sections, and to have, use, and possess such Way and Passage for the Railway under the said Canal as are hereby provided for, together with all Rights and Easements necessary to the due Use and Enjoyment of the same.

Construction of Works under Canal.

105. For the Purpose of carrying the Railway under the *Grand Junction* Canal the Company shall construct a Tunnel or Aqueduct in such a Manner as not to interfere with or in any way alter the present Line or Level or Width of the Waterway of the said Canal and of the Towing-path thereof, and so that there shall be a clear Depth of Water in the said Canal over such Tunnel or in such Aqueduct of Six Feet Six Inches from the Weir Level of the said Canal to the Bed thereof, and so as not to impede the Overflow of Water from the said Canal into or by means of the said Overflow Stream, numbered on the deposited Plans 35, in the Parish of *Harrow*, or otherwise; and such Tunnel or Aqueduct 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 said Canal and Towing-path; and the Company shall either carry the said Canal over the Railway by means of a Water-tight Iron Aqueduct, or shall line the Bed and Sides of the said Canal with proper Puddle, at least Three Feet in Thickness, and shall make proper Waterway Wing Walls on each Side of the said Canal so far as the Works of the said Canal

shall be interfered with; and all the before-mentioned Works shall be carried on and completed in such Manner as that no Obstruction shall be caused to the Boats or Barges navigating the said Canal, or to the Horses towing such Boats or Barges; and the Company shall, during the Progress of constructing the said Tunnel or Aqueduct and the Works connected therewith, and of any necessary Repairs thereof, at all Times provide during the Construction of the Works an open and uninterrupted navigable Waterway in the said Canal, by temporary Diversion or otherwise, of not less than Twenty-one Feet in Width, in case the Works be constructed by means of such temporary Diversion, or of Sixteen Feet in Width, in case the Works be constructed without such Diversion, and Five Feet Six Inches in Depth of Water from the said Weir Level, with a Towing-path Six Feet in Width, and with a Headway to such Canal and Towing-path of Ten Feet throughout.

As to Mode of Construction of Works, and Period for Completion thereof.

106. The Tunnel or Aqueduct 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 said Canal and the Towing-path thereof, the Water in the said Canal and the Works connected with the said Canal, and for preserving a free and uninterrupted Passage along the said Canal and Towing-path, the Tunnel or Aqueduct and Walls, and all the Works connected therewith, 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 the Construction of the Tunnel or Aqueduct and Walls, or of any of the Works connected therewith, any Damage should be occasioned to the said Canal, Towing-path, or 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 Tunnel or Aqueduct and Walls, or Works connected therewith, or any Part thereof, shall be imperfectly constructed, or if at any Time or Times thereafter the Tunnel or Aqueduct and Walls, or any Part thereof, shall be out of repair, or if in making the Tunnel or Aqueduct and Walls, or the Works connected therewith respectively, or otherwise, any Loss of Water, or any Obstruction of the Navigation of the said Canal, shall occur, and Notice thereof in Writing shall be given by any Officer or Agent of the Canal Company to the Company, or their Secretary or other Officer,

and

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 or Aqueduct, and Walls, and 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 from Time to Time in and about the Superintendence and the Construction of all the herein-before mentioned Works and Repairs; and the Tunnel or Aqueduct and Walls, and all the Works connected therewith, shall be completed within the Period of Twelve Months from the Day on which the same shall be commenced; and if the Tunnel or Aqueduct shall not be 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 Tunnel or Aqueduct and Walls, and the Works connected therewith, shall be completed.

Penalty for causing Loss of Water or Obstruction to the Navigation of the Grand Junction Canal.

107. 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 making the Tunnel or Aqueduct and Walls, or any Works connected therewith, or if in consequence of any of the Works when made, the Water of the said Canal shall leak, escape, or run to waste from the said Canal, the Company shall pay to the Canal Company the Sum of Ten Pounds as liquidated Damages for every reasonably estimated Nine thousand Cubic Feet of Water which shall so have leaked, escaped, or run to waste, and in the same Proportion for any greater or smaller Quantity; and if by reason or in consequence of any of the Circumstances or Causes aforesaid the Navigation of the said Canal, or the Passage along the Towing-path thereof, shall be so obstructed or interrupted as that Boats or Barges navigating the said Canal, or the Horses towing such Boats or Barges, shall be impeded in their Passage, or shall not be able to pass uninterruptedly along the said 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 Officer or Agent of the Canal Company to the Company, 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.

Grand Junction Canal Company and others not to be precluded from recovering special Damages.

108. Nothing herein contained shall extend to prevent the Canal Company from recovering beyond the Amount of such liquidated Damages aforesaid, or to prevent any Owner of Boats or Barges, or any other Person whomsoever using or navigating the *Grand Junction* 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 or 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 said Canal, if the same shall be caused or happen by reason of the making or maintaining of the Railway, or of the said Tunnel or Aqueduct or Walls, or of the Works connected therewith; and the Canal Company and any such Owner or other Person are hereby authorized to sue for and recover such liquidated and special Damages in any Court of competent Jurisdiction.

For Protection of Canal Feeder.

109. The Railway No. 1. authorized by this Act shall be carried across the *Brent* Feeder, conveying Water from the *Brent* Reservoir to the *Grand Junction* Canal, and numbered on the deposited Plans 18, in the Parish of *Willesden*, only by means of a Bridge having an Arch of such Dimensions as that the present Width of the Waterway of the said Feeder at the Point of crossing the same shall not be diminished, and that there shall be a clear Height of Ten Feet from the Surface of the Bed of the said Feeder to the Centre of the Soffit of the Arch of the Bridge, and so that the Flow of the Water along the said Feeder shall not be impeded or interrupted; and it shall not be lawful for the Company to acquire or interfere with the said Feeder, or with the Canal Feeder numbered on the deposited Plans 20, in the said Parish, otherwise than by constructing the said Bridge in manner aforesaid over the said *Brent* Feeder.

Mode of crossing River Lee Navigation at Hackney Marsh.

110. In carrying the Railway across the River *Lee* Navigation (herein-after called the Navigation) at *Hackney Marsh* the Company shall construct the same in the Manner shown on the Plan signed by *William Scholefield* Esquire, the Chairman of the Committee of the House of Commons to which this Act was referred, and at their own Expense make and at all Times for ever thereafter maintain and keep in

in good Repair a good and substantial Bridge, such Bridge to be built of Brick, Stone, or Iron, with a clear Span between the Abutments thereof of not less than the present Width of the Navigation at the Point of crossing, including the Towing-path, the Width whereof shall be Eight Feet at the least, and the Soffit or Underside of such Bridge shall be in no Place of less Height than Twelve Feet above the Standard Head Level of the Navigation at *Lee Bridge*, and the Foundation Walls of the Abutments of the Bridge shall be carried to such a Depth as shall allow for the future deepening of the Navigation by the Trustees of the River *Lee* (herein-after called the Trustees) to an Extent not exceeding Twelve Feet; and the Company shall, during the whole Period of constructing and completing the Bridge, and any future Repairs thereof, leave an open and uninterrupted Waterway for the Passage of Boats, Barges, and other Vessels along the said Navigation of the Width of Twenty Feet at the least, and an uninterrupted Horseway along the said Towing-path of the Width of Six Feet at the least, both Waterway and Horseway having a clear Height or Headway of at least Nine Feet above the Standard Head Level of the Water: Provided always, that the Towing-path along the Navigation to be made by the Company in connexion with the Works of the Bridge shall be completed, and the Foundation Walls of the Abutments of the Bridge shall be built and carried up to the Height of Nine Feet at least above the Towing-path, before the Expiration of Eight Calendar Months next after the Commencement of the Works of the Bridge, from the Expiration of which Period the whole of the Navigation and Towing-path shall be left clear for Traffic.

Mode of crossing Lee Navigation at other Points.

111. In carrying the Railway across the Portions of the Navigation known as the *Old River*, the *Waterworks River*, and the *Abbey Mill Creek*, or any other Waters of the Trustees, the Company shall and they are hereby required at their own Expense to make, and at all Times for ever thereafter maintain and keep in good Repair, good and substantial Bridges across the same respectively, such Bridges to be of Brick, Stone, or Iron, and of such Dimensions as to Span and Height as the Trustees may reasonably require.

Mode of crossing Road at Hackney.

112. In carrying the Railway over the Road numbered on the deposited Plans 106, in the Parish of *Saint John*, *Hackney*, the Company shall and they are hereby required at their own Expense to make, and at all Times for ever thereafter maintain and keep in good Repair, a good and substantial Bridge across the same, such Bridge to be built of Brick, Stone, or Iron, and to have a clear Span of not less than Forty Feet on the Square, and a clear Headway of not less than Seventeen Feet above the present Roadway at the Point of crossing.

Execution of the several Works affecting the Lee Navigation.

113. The Bridges, and all the Works, Matters, and Things incidental thereto, to be done in pursuance of this Act, shall be completed before the Expiration of Twelve Calendar Months next after the Commencement of the same respectively; and all such Bridges and Works shall be constructed and for ever hereafter maintained to the reasonable Satisfaction of the Engineer or Surveyor for the Time being of the Trustees; and the said Bridges and other Works, and all future Repairs thereof, shall be done and performed according only to Plans and Specifications in each Case to be submitted to and approved by such Engineer previously to the Commencement of any of the said Works; and all such Bridges and Works, or Repairs, shall be commenced, carried on, and completed under the Superintendence and to the reasonable Satisfaction of such Engineer at the Expense of the Company; and all Costs, Charges, and Expenses which the Trustees may be put to by reason of the Works of the Company, whether in the Execution of such Works, or the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the Trustees by the Company on Demand.

If Lee Navigation obstructed Company to pay Damage.

114. If in the Execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of any such Works, or of the Bridges to be built by the Company over the Navigation, or any of the Slopes, Banks, or Walls of the Railway near the Navigation, it shall happen that the Navigation or the Towing-paths thereof shall be so obstructed that Boats, Barges, or other Vessels navigating or using the Navigation, or the Horses employed in towing or hauling the same, shall be impeded in their Passage, or shall not be able to pass along the same, or in case the navigable Waterway and Towing-path by this Act required to be preserved shall at any Time or Times be contracted to a less Width than therein is prescribed, or if the Water shall be drawn off or suffered to leak or drain away from the Navigation, then and in any and every such Case the Company shall pay to the Trustees, as or by way of ascertained Damage, Five Pounds for every Hour, to be computed from the Time at which Notice in Writing of such Impediment, Obstruction, or Leakage shall have been given to the Secretary of the Company, to the Extent of Seventy-two Hours; and if any such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or Persons employed by the Company, then and in every such Case the Company shall pay to the Trustees the Sum of Ten Pounds for every Hour, from the Termination of such Seventy-two Hours, during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, after Demand made on the Secretary for the

the Time being of the Company, the same may be summarily recovered before any Two of Her Majesty's Justices of the Peace for the Counties of *Middlesex* or *Essex* on Complaint to them for that Purpose made, which Complaint the said Justices are hereby authorized and required to hear and determine; and in default of Payment on Demand after Judgment made, the same, together with all the Costs and Expenses attending such Proceedings, shall and may be levied by Distress and Sale of the Goods and Chattels of the Company by Warrant under the Hands and Seals of such Justices.

If Works affecting Lee Navigation not kept in repair Trustees may repair same.

115. In case the Bridges to be erected for carrying the Railway over the Navigation as aforesaid, or the Towing-paths, Walls under the Bridges, or the several Approaches, Sides, Slopes, or Banks of the Railway next the Navigation, or any of them, or any Part thereof, shall not be kept in good Repair and Condition, it shall be lawful for the Trustees themselves to put the same in good Repair and Condition, and summarily to recover the Amount of the Expenses of and attending the same from the Company in the Manner herein-before mentioned: Provided always, that nothing herein contained shall extend to prevent the Trustees from recovering against the Company any special Damage that may be sustained by them on account of the Acts or Defaults of the Company, or of any Person or Persons employed by them or acting under their Authority, beyond the Amounts herein-before specified, and they are hereby authorized to sue for and recover such special Damage accordingly, with full Costs of Suit, in any Court of competent Jurisdiction.

Confirming Agreement with Lee Trustees.

116. The Articles of Agreement made between certain Persons on behalf of the Company and the Trustees, dated the Twenty-fifth Day of *April* One thousand eight hundred and sixty-six, a Copy of which is set forth in the Schedule (F.) to this Act, are hereby confirmed, and shall be carried into effect by the Company as if they in their Corporate Capacity had been Parties thereto, and by the Trustees.

Saving Rights of Trustees of River Lee.

117. Nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Estates, Rights, Privileges, Powers, or Authorities vested or to be vested in the Trustees or their Successors, or authorize or empower the Company to alter the Line or Level of the Navigation or any of the Works thereof, or of the Towing or Foot Paths thereto, or of any or either of them, or any Part thereof respectively, or in any Manner to obstruct or impede the Navigation or any Part thereof, or to abstract, divert, intercept, cut off, take, use, or diminish any of the Waters therein, or to divert or turn any Watercourse or Land Drain into any Part of the Navigation, or to purchase, take, use, or interfere with or injure any of the Locks, Wharves, Side Ponds, Lay-byes, Towing-paths, Bridges, Banks, or other Works of

the Navigation, or any Part thereof, or to purchase, take, or use any of the Lands or Buildings or other Property belonging to the Trustees, or to do any Act whatever to the Prejudice of the Navigation, except so far as they may be authorized so to do under the express Provisions of this Act, without the Consent of the Trustees in Writing under their Common Seal first had and obtained.

All Works connected with the East London Waterworks Company to be executed to the Satisfaction of that Company.

118. And whereas the Railway No. 1. by this Act authorized is intended to be made across a principal Canal or Aqueduct of the *East London* Waterworks Company in the Parish of *Saint John* at *Hackney* in the County of *Middlesex*, and special Provision is necessary for preventing prejudicial Interference with that Canal or Aqueduct, and the fouling of the Waters thereof, and in the Execution of the Company's Works the Mains, Pipes, Syphons, Plugs, Drains, and other Works belonging to the *East London* Waterworks Company may be intersected or otherwise interfered with, and it is expedient that they should have full Control over the Execution of all Works in any way affecting the Supply of Water by them, so as effectually to provide against the Supply thereof being prejudiced or impeded: Therefore nothing in this Act contained shall authorize any Disturbance or Alteration of the Position or Level of that Aqueduct or Canal, or the Banks, Pathways, Fences, or Bridges of and belonging to the *East London* Waterworks Company in connexion therewith, without the Consent in Writing of the *East London* Waterworks Company under the Hand of their Secretary; and all Works, Matters, or Things which the Company may be empowered or required to do or execute with reference to that Canal or Aqueduct, or the Banks, Pathways, Fences, or Bridges thereof, or the Mains, Pipes, Syphons, Plugs, Drains, or other Works of the said *East London* Waterworks Company, shall be done and executed by and at the Cost of the Company, but to the reasonable Satisfaction and under the sole Direction of, and in such Manner as shall be required by, the Engineer for the Time being of the said *East London* Waterworks Company; and such Works, Matters, or other Things shall not be commenced until after Fourteen Days previous Notice thereof in Writing shall have been given to the said *East London* Waterworks Company.

Penalty for interrupting Supply of Water.

119. It shall not be lawful for the Company to construct any Work or do any Act by which the Flow or Stream of that Canal or Aqueduct may be obstructed, impeded, rendered foul, or disturbed, and if any Interruption or fouling of the *East London* Waterworks Company's Water in that Canal, or elsewhere in the District which they are authorized to supply with Water, shall be in any way occasioned by the Company, or by the Acts of any of their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them or any or either of them, the Company shall forfeit and pay to the *East London* Waterworks Company, for the Use and Benefit of the

East

East London Waterworks Company, the Sum of Fifty Pounds for every Hour during which such Interruption or fouling shall continue, such Sum to be recovered by the *East London* Waterworks Company in any Court of competent Jurisdiction.

Repairs of Works connected with East London Waterworks Company's Canal to be executed under the Superintendence of their Engineer.

120. It shall not be lawful for the Company to acquire any Right or Property in the Canal or Aqueduct, Water or Lands, of the *East London* Waterworks Company, other than the Right, subject to the Provisions of this Act, of executing the several Works necessary and proper for constructing and maintaining the Railways and Works by this Act authorized upon, over, or through the Lands of the *East London* Waterworks Company, and for repairing the same Railways and Works; and all such Repairs shall from Time to Time be done under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the *East London* Waterworks Company; and the Company shall on Demand pay to the *East London* Waterworks Company all Expenses occasioned to or incurred by them for or by reason of the Construction and Maintenance or Repair of all or any of the Railways and Works upon, over, or across the Canal or Aqueduct, Water or Lands, of the *East London* Waterworks Company; and in default of Payment on Demand of any of those Expenses, the *East London* Waterworks Company may sue for and recover the same in any Court of competent Jurisdiction.

East London Waterworks Company may lay and repair Pipes on Lands of Company.

121. It shall be lawful for the *East London* Waterworks Company, and their Engineer, Workmen, and others in their respective Employment, at all Times when it may be necessary, to enter upon the Railways, Lands, Works, and Premises of the Company for the Purpose of laying and to lay any Mains or Pipes under or over those Railways, Lands, Works, and Premises, or any Part thereof, and to do all such Works in and upon those Railways, Lands, and Premises as may be necessary for laying, repairing, maintaining, or removing or replacing Mains or Pipes under or over the same Railways, Lands, Works, and Premises: Provided always, that in so doing the *East London* Waterworks Company shall not interrupt the Traffic passing on the Railways in any Manner for any longer Period than may be absolutely necessary: Provided also, that the Expense of all Repairs or Renewals of that Company's Pipes or Mains, or any Works in connexion therewith, which may at any Time be rendered necessary by the Acts or Defaults of the Company, their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them or any or either of them, shall be borne and paid by the Company, and may be recovered against them by the *East London* Waterworks Company in any Court of competent Jurisdiction.

Saving Rights of the East

122. Except as in this Act specially provided, nothing in this Act shall prejudice, diminish, alter, or take away any of the Rights, Privileges,

London Waterworks Company.

Privileges, Powers, or Authorities of the *East London* Waterworks Company.

As to the Mains, Pipes, &c. connected with New River Company.

123. And whereas in the Execution of the Works by this Act authorized the Mains, Pipes, Syphons, Plugs, and other Works belonging to the *New River* Company may be intersected or otherwise interfered with, and it is expedient that such Provision should be made as is herein-after contained for providing against the Supply of Water being impeded: Therefore all Works, Matters, or Things which, under the Provisions of "The Railways Clauses Consolidation Act, 1845," or this Act, the Company may be empowered or required to do and execute with reference to the Mains, Pipes, Syphons, Plugs, or other Works of the said *New River* Company, shall be done and executed by and at the Cost of the Company, but to the entire Satisfaction and under the Superintendence of the Engineer for the Time being of the *New River* Company; and such Works, Matters, or other Things shall not be commenced until after Fourteen Days previous Notice thereof in Writing shall have been given to the *New River* Company as aforesaid.

The New River Company empowered to repair and lay Pipes on Lands of Company.

124. It shall be lawful for the said *New River* Company, by their Engineers, Workmen, and others in their Employment, at all Times when it may be necessary, but under the Superintendence and subject to the Control in all respects of the Engineer of the Company for the Time being, to enter upon the Railway, Lands, and Premises of the Company, and to do all such Works in and upon such Railway, Lands, and Premises as may be necessary for laying, repairing, maintaining, or removing or replacing any Mains or Pipes under or over the same Railway, Lands, and Premises: Provided always, that in so doing the said *New River* Company, or their Engineers or Workmen, or others in their Employment, shall not interrupt the Traffic passing on the said Railway or any of the Railways by this Act authorized; and provided also that such Company shall make good and reimburse to the Company all Damages to the Railways, or any of the Railways and Works by this Act authorized, occasioned by the Exercise of the Powers by this Clause reserved; but any extra Cost which the Construction of the said Railway shall cause to the *New River* Company in laying their Mains or Pipes under the Railway and Works shall be borne and paid by the Company.

Provision for Extension of Water Supply.

125. In every Case in which the Works of the Company shall interfere with the Mains of the said *New River* Company the Company shall give every reasonable Facility for Provision being made when required, by and at the Expense of the *New River* Company, so as to allow such Mains to be replaced by Mains of a larger Size, and enable the *New River* Company to supply the increasing Demands of the

the Public; and if any Difference shall arise between such Engineer and the Company as to the Extent of such Facility, the same shall be settled by an Engineer to be appointed by the Board of Trade, under the Hand of One of their Secretaries, at the Request of either Company.

Penalty for interrupting the Supply of Water.

126. If any Interruption whatsoever in the Supply of Water by the said *New River* Company shall be in any way occasioned by the Company, or by the Acts of any of their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them or any or either of them, the Company shall forfeit and pay to the said *New River* Company, for the Use and Benefit of the said Company, the Sum of Ten Pounds for every Hour during which such Interruption shall continue, such Sum to be recovered by the said *New River* Company in any Court of competent Jurisdiction.

Repairs of Water Pipes, &c. to be borne by Company in certain Cases.

127. The Expense of all Repairs or Renewals of the said Pipes or Mains, or any Works in connexion therewith, which may at any Time hereafter be rendered necessary by the Acts or Defaults of the Company, their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them or any or either of them, shall be borne and paid by the Company, and may be recovered against them by the said *New River* Company in any Court of competent Jurisdiction.

For Protection of New River Reservoirs at Maiden Lane and Hampstead.

128. The Company shall construct their Railway and Works at and near the *Maiden Lane* Reservoir of the *New River* Company close to their Southern Limit of Deviation, and the Company shall not pass under, take, or use any Portion of the Reservoirs belonging to the *New River* Company at *Hampstead* until they shall have constructed to the Satisfaction of the *New River* Company a Reservoir, or an Enlargement of the existing Reservoirs, or One of them, capable of holding the same Cubical Contents of Water as the Part or Parts proposed to be passed under, taken, or used as aforesaid, and shall make Provision for the Conveyance into such Ponds or Reservoirs of all the Water which the Railway and Works may intercept now flowing into the present Reservoirs.

Company to make Compensation in the event of Damage or Loss of Water, &c.

129. Inasmuch as the Construction of the said Railway as herein provided, or the working of Trains thereon, may affect the Stability of the said Reservoirs at *Maiden Lane* and *Hampstead*, or cause Leakage therefrom: be it enacted, That in the event of any Slip of the Embankment of the said Reservoirs, or Rupture of the Reservoir Walls, or the Occurrence of any Leakage or Loss of Water from either of the said Reservoirs, or Interception of the Flow of Water into the *Hampstead* Reservoir, whether such Slip, Rupture, Leakage, Loss, or Interception shall be occasioned by or during the Construction of the said Railway,

Railway, or the Operations thereof, or after the said Railway shall have been completed and opened for Traffic, the Railway Company shall be answerable and shall pay to the *New River* Company all Damages arising therefrom and Compensation for Loss of Water, and be liable at all Times thereafter to make good at their own Expense whatever Injury may be suffered by the said Embankment or Walls, or which may result from such Leakage or Loss of Water; and the Compensation and Damages which may accrue under the Circumstances aforesaid, and the Expense of such Restitution, shall, in case of Difference, be ascertained or assessed in the Manner herein-after provided.

Repairs, &c. at Reservoirs may be executed by New River Company in certain Events.

130. If there shall be any Leakage in the said Works, or if the Embankment of the said Reservoirs or if the Reservoir Walls shall rupture or slip or be injured in consequence of the Works or Operations of the Company, either during Construction or after the Railway shall have been opened for Traffic, and if the Company shall not, within Twenty Hours after written Notice to the Company of Leakage, Rupture, or Slip so occasioned, forthwith execute the Works necessary for the Stoppage of such Leakage, or the complete Repair of the said Embankment or Wall, and Works connected therewith, so far as the same are to be maintained by the Company, the *New River* Company are hereby empowered to perform all such Operations as may be necessary at the Risk of the Company, and that without Prejudice to the Right of the *New River* Company to recover the Amount of all actual Damage which may be done as aforesaid; and the *New River* Company shall be entitled to recover from the Company the Expense of all Operations which may be performed by them in making such Repair or removing such Leakage, and the same may be recovered by Action in any Court of Law.

As to Settlement of Differences with New River Company.

131. Any Difference which may arise under the Provisions in this Act contained between the Company and the *New River* Company 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 Company and the *New River* 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, whose Award shall be final and conclusive on both Parties.

Company not to exercise Powers of Deviation on Bed, &c. of River Thames.

132. Provided always, That the Limits of Deviation shown on the said deposited Plans shall not apply to any of the Works to be constructed on the Bed, Shore, or Banks of the River *Thames*, except by the Consent of the Conservators of the River *Thames*, and so far only as such Consent shall extend.

133. The

Consent of Conservators to work on Shore of Thames.

133. The Company shall not make or commence any Work on the Bed, Shore, or Banks of the River *Thames*, or any Creek or Inlet thereof, except in accordance with the Consent of the Conservators of the River *Thames* in Writing under the Hand of their Secretary.

Approval by Conservators of Works on Thames.

134. The Works on the Bed, Shore, or Banks of the River *Thames*, or abutting on the said River, by this Act authorized, and all temporary Works, shall be made on a Site approved by the Conservators of the River *Thames*, and according to a Plan and Elevation approved by them and deposited at their Office, and such Works shall be executed to the Satisfaction of the Engineer of the Conservators, and the Traffic of the River shall not be interrupted more than is absolutely necessary in the making of the Works, and any Coffer Dam (if any) shall not be made without the previous Approval of the Conservators.

Lights to be exhibited during Construction of Works.

135. During the Construction of the Works by this Act authorized in and abutting on the River *Thames* the Company shall hang out or exhibit thereat or near thereto, and for ever after the Completion of the Works the Company shall hang out or exhibit upon the Works every Night from Sunset to Sunrise, Lights to be kept burning by and at the Expense of the Company, and proper and sufficient for the Navigation and safe Guidance of Vessels, and the Lights shall be from Time to Time altered by the Company in such Manner, and be of such Kind and Number, and be so placed, as the Conservators of the River *Thames*, by Writing under the Hand of their Secretary, approve; and if the Company fail to exhibit and keep the Lights so burning they shall for every such Offence forfeit a Sum not exceeding Ten Pounds.

Consent of Conservators to Interference by Company with Bed of Thames; and also as to taking Gravel, &c. from Thames.

136. Nothing in this Act shall authorize the Company to embank, encroach on, or interfere with any Part of the Soil or Bed of the River *Thames*, or Shore thereof, except in accordance with the Plan approved by the Conservators of the River *Thames*.

137. The Company shall not take any Gravel, Soil, or other Material from the Bed of the River *Thames*, except where, when, and as the Conservators of the *Thames* approve.

Restrictions on Company placing Buoys in Thames.

138. No Buoy, Dolphin, Mooring Post, or Mooring Craft shall be laid down or placed by the Company in the River *Thames*, or on the Shore or Banks thereof, so as to injure the Navigation of the River, or in any other Manner than as the Conservators of the River *Thames* approve.

Saving Rights of Conservators.

139. Except as by this Act is expressly enacted, nothing in this Act contained shall extend to or be construed to extend to prejudice or

or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Conservators of the River *Thames*, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Conservators did or might lawfully claim, use, or exercise.

Shafts in Tunnel to be approved by Vestry of Saint John, Hampstead, and no Station on Heath excepting a Passenger Station.

140. No Shafts shall be constructed in connexion with the said proposed Covered Way or Tunnel under *Hampstead Heath*, except at such Places and in such Manner as shall be approved by the Surveyor of the Vestry of *Saint John, Hampstead*; and there shall be no Station other than a Passenger Station upon *Hampstead Heath*, and that Station shall be an underground Station, and be constructed so as not as to any Part thereof to be above the present Level of the Heath, and the said Station shall be covered over with Glass or other such like Material.

No Goods Station, &c. on Heath.

141. The Company shall not have or construct any Goods Station or any Coal or other Depôt upon any Part of *Hampstead Heath* or near thereto.

Company, if required, to level lower Parts of Heath with Soil excavated for Tunnel.

142. The Company shall at their own Expense, if required by the Vestry of *Saint John, Hampstead*, fill up and level the lower Parts of the Heath with the Earth and Soil excavated for the Purpose of making the said Covered Way or Tunnel, such filling up and levelling to be done to the reasonable Satisfaction of the Surveyor of the said Vestry.

Streets in the Parish of Saint John, Hampstead, not to be broken up without Notice.

143. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company shall not break up any Part of any Road or Street within the Parish of *Saint John, Hampstead*, unless Seven Days Notice in Writing, specifying the Portion of the Road or Street intended to be broken up, shall have been given to the Surveyor to the Vestry of the said Parish by leaving the same at the Vestry Office of the said Parish; and no more than Five hundred Yards of any Roadway shall be or continue broken up at any One Time.

As to Deposit of Subsoil.

144. The Company shall deposit the Subsoil excavated, and the Materials of any such Road or Street broken up, at such Places and in such Manner as will occasion as little Inconvenience as may be to the Inhabitants of the Parish of *Saint John, Hampstead*, and, if deposited within the said Parish, at such Place or Places only as the said Surveyor to the Vestry of that Parish shall approve.

Works to be executed under Superintendence.

145. No Road, Street, Carriage or Foot Way, and no Sewer, Drain, or Gully, within the said Parish of *Saint John, Hampstead*, shall be broken up or opened, except under the Superintendence of the said Surveyor:

Surveyor: Provided always, that if the said Surveyor fail to attend at the Time fixed for the breaking up of any such Road, Street, Carriage or Foot Way, or opening of any of 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 Surveyor.

Company to complete Works in the Parish of Saint John, Hampstead, within Six Months:

146. 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 John*, *Hampstead*, for any of the Purposes of this Act, the Company shall, within Six Months after any such Street, Road, or Footway shall have been broken up as aforesaid, complete ard finish the Works of the Company, and shall make good, repair, and restore every such Street, Road, or Footway to the Satisfaction of the Surveyor to the Vestry of *Saint John*, *Hampstead*; and it shall be lawful for the said Vestry or their 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 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 Footpaths for One Year next after the same shall have been so restored as aforesaid.

Company to repair and reinstate Streets.

147. The Company shall reinstate and perfect, to the reasonable Satisfaction of the said Surveyor to the Vestry of *Saint John*, *Hampstead*, all Drains and Gullies in the Roads and Streets which shall be broken up, disturbed, or damaged under their Authority, or provide such new and other Drains and Gullies as, in the Opinion of the said Surveyor, shall be rendered necessary by reason of the said Works of the Company, or of such Road or Street having been so broken up, disturbed, or damaged.

Roads, &c. to be fenced and lighted during Construction of Works.

148. The Company shall, at their own Expense, at all Time whilst any Road, Street, Carriage or Foot Way, Gully or Drain, within the said Parish of *Saint John*, *Hampstead*, or maintained by or under the Control of the Vestry of the said Parish, is broken up, opened, or damaged, cause the same to be fenced and guarded, and shall cause sufficient Light and Watch for the Warning of Passengers to be set up and kept there every Night during which such Road, Street,

Carriage

Carriage or Foot Way, Gully or Drain, is continued so broken up, opened, or damaged.

Provision for carrying Footpaths in Hampstead over the Railway.

149. For the Protection of the existing Footpaths in the Parish of *Saint John, Hampstead*, which will be intersected by the Railway, the Company shall, at their own Expense and with all proper Despatch, construct permanent Bridges for carrying the same Footpaths over the Railway of such Dimensions and Construction, and with such fenced or guarded Approaches, as may be settled by the Company's Engineer and the Surveyor of the Vestry of the said Parish, or, in the event of Difference between them, by an Engineer nominated by the Board of Trade; and such Bridges and Approaches shall be always maintained and kept in good Repair and Condition by and at the Expense of the Company to the Satisfaction of the Surveyor of the said 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.

In case of Delay or Omissions in restoring, &c. Roads, other Parties may reinstate.

150. If any unreasonable Delay or Omission shall take place in completing any Work, or in restoring or repairing any Road, Street, Carriage or Foot Way, Gully or Drain, within the Parish of *Saint John, Hampstead*, as required by this Act, the said Vestry may cause the Work so delayed or omitted to be executed, and the Expense of executing the same shall be repaid to such Persons by the Company, and such Expenses may be recovered from the Company under and by virtue of the Powers and Provisions herein contained.

When Works cause a Diversion of Traffic in Saint John, Hampstead, the same to be approved by Surveyor.

151. 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 John, Hampstead*, or shall cause any Obstructions 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 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 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 John, Hampstead, Proportion of

152. And whereas during the Construction of the Works of the Company in the Parish of *Saint John, Hampstead*, 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

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.

extra Costs incurred by them in Repair of Streets.

153. If the Company shall fail to carry out any of the Provisions herein contained for the Protection of the Vestry of *Saint John, Hampstead*, or with reference to such Parish, they shall forfeit and pay to the said Vestry a Sum not exceeding Fifty Pounds for every such Default, and an additional Sum not exceeding Twenty Pounds for each Day during which any such Default shall continue after they shall have received Notice thereof from the said Surveyor, and such Penalties may be recovered in any Court of competent Jurisdiction.

Penalty on Company for Neglect, &c., in carrying out Provisions herein named relating to Saint John, Hampstead.

154. 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, 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 received by the Vestry under this Act, may be recoverable, with all Costs, Charges, and Expenses attending the Proceedings for the Recovery of the same, in the same Manner as is provided for by "The Railways Clauses Consolidation Act, 1845," for the Recovery of Damages not specially provided for, and of Penalties.

Mode of recovering Money from the Company.

155. If and while the Company are possessed under this Act of any Lands assessed or liable to be assessed to any Sewers Rate, General Rate, Poor Rate, Main Drainage Rate, Church Rate, or other Parochial Rate, they shall from Time to Time, until the Railway is completed and assessed or liable to be assessed, be liable to make good the Deficiency in the Assessment for such Rates by reason of those Lands being taken or used for the Purposes of the Railway, and the Deficiency shall be computed according to the Rental at which those Lands, with any Buildings thereon, are now rated.

Local Rates to be made good.

156. As regards the Streets and Roads within the District of the Local Board of Health for the District of *West Ham* in the County of *Essex*, the Railway shall be constructed subject to and in accordance with the following Provisions; (that is to say,)

As to crossing of Highways in the West Ham Local Board of Health District.

The Railway shall be carried over *High Street, Stratford*, by means of an Opening not less than Fifty Feet wide, and a clear Headway throughout that Width of not less than Eighteen Feet:

The Railway shall be carried over *New Union Street, Stratford*, by means of an Opening not less than Thirty Feet wide, and with a clear Headway throughout that Width of not less than Seventeen Feet:

The Entrance to *William Street, Stratford*, where that Entrance is crossed by the Railway, shall forthwith, after the Construction of the Railway, be restored, as far as Circumstances will admit of, to as good and convenient a State and Condition as that Part of the said Entrance was in immediately before the Commencement of the Railway at that Crossing:

At each of the Crossings of *Abbey Lane* the Railway shall be carried over that Lane by means of an Opening not less than Forty Feet wide, and with a clear Headway throughout such respective Widths of not less than Eighteen Feet:

The Railway shall be carried over *Marsh Lane* by means of an Opening not less than Forty Feet wide, and with a clear Headway throughout that Width of not less than Sixteen Feet:

The Railway shall be carried over the Road numbered on the deposited Plans 267, in the Parish of *West Ham*, by means of an Opening not less than Forty Feet wide, and with a clear Headway throughout that Width of Sixteen Feet:

No Part of the *Barking Road* shall be so altered as that the Inclination thereof, where and when altered, is greater than One in Forty:

Each of the Roads numbered respectively on the deposited Plans 303 and 320, in the Parish of *West Ham*, shall be carried over the Railway by means of a Bridge or Viaduct of a Width between the Parapets thereof of not less than Thirty Feet, and the Gradient of the Road, so far as the same is altered or interfered with for the Purposes of this Act, shall in no Part thereof be of an Inclination of more than One in Thirty:

Any Difference which may arise under or in respect of the Provisions of this Enactment between the Engineer of the Company and the Surveyor of the Local Board shall be from Time to Time settled and determined by the Engineer of the Metropolitan Board of Works, and such Umpire shall determine whether the Costs of such Arbitration shall be paid by the Company or the *West Ham* Local Board.

For Protection of Sewers in the District of West Ham.

157. 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 any Vestry or District or Local Board constituted under

under "The Metropolis Local Management Act, 1855," "The Metropolis Management Amendment Act, 1862," "The Public Health Act, 1848," "The Local Government Act, 1858," or any Act or Acts incorporated therewith 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 or Local 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 Plans, 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 or Local 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 or Local 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 or Local 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 or Local 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

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 or Local 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.

Describing the Construction of Bridge in the Line of the Barking Road.

158. The Bridge to be constructed for carrying the *Barking Road* over the Railway, which Road is numbered 283 on the deposited Plans, and all Walls and other Works connected with the said Bridge, shall be built with Brick, Stone, or Iron, to the reasonable Satisfaction of the Engineer of the Trustees of the said Road; there shall be Parapet Walls coped with Stone at each Side of the Bridge of the Height of Six Feet above the Surface of the Footpaths, and the clear Space between such Parapets shall not be less than the present Width of the Road and Footpaths at the Point where the said Railway will cross the Road; and, notwithstanding anything shown on the said Plans and Sections to the contrary, the Road shall not be carried over the Railway at a greater Inclination than One Foot in Forty Feet; and if any Question shall arise between the Trustees and the Company as to the Design or Construction of the Bridge or Works connected with the same, or the Materials to be used, such Question shall be settled by Arbitration in accordance with the Provisions contained in "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

The Bridge, &c. to be maintained.

159. After the Erection of the Bridge the Company shall reinstate the Carriageway and Footpaths to the Satisfaction of the Trustees, and at all Times thereafter keep the said Bridge, and all Parapets, Approaches, Walls, and other Works belonging thereto, in good and complete Repair to the like Satisfaction; and in case the same, or any of them, shall at any Time be out of repair, or if in the Execution of any of the Works by this Act authorized the Company shall do or cause to be done any Injury or Damage to the Road or Footpaths, or any Sewer or Drain under the same respectively, and shall not, on receiving Notice from the Trustees, immediately make good or repair the same to the Satisfaction of the Trustees, the Trustees may execute such Work, and all Costs and Expenses incurred by the Trustees with reference thereto shall on Demand be paid to them by the Company.

Notice to be given before Commencement of Work, and free Passage to be maintained.

160. The Company shall not commence any Work over or connected with the said Road without giving to the Trustees Seven Days Notice in Writing of their Intention so to do; and during the Construction of the Bridge and Approaches a free and uninterrupted Passage for Foot Passengers and for Three Carriages at the least to pass abreast shall be maintained, and so as to cause as little Obstruction as may be to the Transit of Passengers and Carriages.

161. While

Local Rates to be made good in the Parish of Saint Pancras.

161. 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 Fifteenth Day of *October* One thousand eight hundred and sixty-four, 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 rated in the said Rate.

Plans of Works to be deposited with the Chief Surveyor of Saint Pancras.

162. 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 of their Works within the said Parish of *Saint Pancras*, they shall deposit with the Chief Surveyor of the said Parish Plans, Drawings, and Sections of the proposed Works, and the Works shall be constructed according to such Plans and Sections, unless within Twenty-one Days after the Delivery thereof to the said Surveyor he shall object thereto, and then only according to such Alterations and Modifications as may be required by the said Chief Surveyor, or as, in the Case of Difference between him and the Engineer of the Company, shall be determined in manner herein-after mentioned for the Settlement of any Differences which may arise between the Company or their Engineer on the one hand and the said Vestry or their Chief Surveyor on the other hand.

Works to be executed under Superintendence.

163. 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: Provided always, that if the said Chief Surveyor fail to attend at the Time fixed for the breaking up of any such Road, Street, Carriage or Foot Way, or opening of any 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.

District Sewers to be made good before Streets interfered with.

164. 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, or under the Control of the said Vestry, until Sewers have been made in and under every such

such Road or Street, and where necessary in, through, under, and from any Lands adjoining to any such Road or Street; and before the Company shall open or otherwise interfere with any 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 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.

Estimate of Repairs to be made by Chief Surveyor and to be paid by Company.

165. Within Ten Days after the Plans of the proposed Works of the Company shall have been determined upon, the said Chief Surveyor shall make out an Estimate of the Expenses which will be incurred by the Vestry by reason of the Works of the Company in altering or making good and maintaining for Three Years any Sewers, and in making good and repairing and maintaining for Three Years any Street or Road, or the Footpaths thereof; and the Company shall thereupon, and before they commence the Works, deposit with the said Surveyor the Amount of such Estimate; and if the Amount so deposited shall not be sufficient to defray the Expenses actually incurred, the Deficiency shall, on Demand, be paid by the Company to the said Chief Surveyor; and if, on the other hand, the Expenses shall be less than was estimated, the Difference shall be forthwith repaid to the Company.

Certain Footpaths to be preserved.

166. Notwithstanding anything in this Act contained, the Company shall not stop up, but shall, to the reasonable Satisfaction of the Vestry, provide all necessary Works for securing the Use by the Public of the public Footpath in the Property in the Parish of *Saint Pancras* numbered 1 on the deposited Plans, nor shall the Company stop up or interfere with the public Footpath alongside the *Dartmouth Park* Sewer.

Directing Mode of crossing Highgate Road.

167. Notwithstanding anything in this Act contained, the Company shall not construct Railway No. 1. over the *Highgate Road*, numbered 13 on the deposited Plans, except by a Bridge of which the

the Span shall be at least Sixty Feet in the Clear and Eighteen Feet high, and the Inclination of such Road shall not be steeper than One in Forty on the North Side, and level on the other; and the Company shall, to the reasonable Satisfaction of the Vestry of *Saint Pancras*, and at the Expense of the Company, construct a Sewer under that Part of the said *Highgate Road* which will be crossed by the Railway, and the Company shall construct a Sewer in the Line of the *Dartmouth Park* open Sewer to the reasonable Satisfaction of the Chief Surveyor of the said Parish for the Time being.

As to Settlement of Differences with Saint Pancras.

168. Any Difference which may arise under the Provision in this Act contained between the Company and the Vestry of *Saint Pancras*, or 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.

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

169. Subject to the Provisions of this Act, it shall be lawful for the Company and the said Vestry of *Saint Pancras* to agree as to the Construction of the Works in *Saint Pancras* 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.

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

170. And whereas during the Construction of the Works of the Company in the Parish of *Saint Pancras* the Vestry of that Parish will or may 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, together with the Costs of the Reference, shall forthwith be paid by them accordingly.

Deposit of Subsoil.

171. The Company shall, at their own Expense, deposit the surplus Subsoil excavated, and the Materials taken from every Road, Street, Carriage

Carriage or Foot Way, Sewer, Drain, or Gully, broken up or opened within the said Parish of *Saint Pancras*, or under the Control of the said Vestry, 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.

Company disturbing Pavements to reinstate them and guard with Lights to prevent Accidents.

172. If the Company shall take up any Part of the Pavement, or otherwise disturb the Surface of any Street, within the Parish of *Saint Pancras*, or under the Control of the Vestry of that Parish, for the Purpose of making any of the Railways, or for any other lawful Purpose, and shall not with due Diligence cause the Ground to be filled in, and the Pavement to be reinstated, and the Surface to be made good, in a proper and substantial Manner, and shall not in the meantime fence and guard the same, and fix and maintain Lights during the Night near to the Places where any Ground shall be open so as to prevent any Accidents, the Company shall for every such Offence forfeit a Sum not exceeding Five Pounds; and it shall be lawful for the Vestry of *Saint Pancras* to fill in such Ground, and to remove such Rubbish, and to repair and make good the Pavement of any such Street so broken up, and properly to fence or guard any such Excavation, and to place and maintain Lights during the Night to prevent Accidents, as to them shall seem necessary, and the reasonable Costs and Charges thereof shall be paid by the Company to the said Vestry, and in default of Payment thereof the Amount thereof shall be recovered from the Company as any Penalty is recoverable under "The Companies Clauses Consolidation Act, 1845:" Provided always, that such Pavement shall not be considered to have been reinstated in a proper and substantial Manner by the Company unless the same shall have been reinstated with the same or similar Materials of the like Quality and Thickness, and cemented and bound together in the same or in an equally substantial Manner, as those of which it was composed, and in such Manner as shall be satisfactory to the said Vestry or the said Chief Surveyor.

In the event of the Company requiring to open the Road only Half to be interfered with at once.

173. In the event of the Company requiring to open, or in any Manner to interfere with, the Surface of any Street or Road, or of any Footpath, within the Parish of *Saint Pancras*, or under the Control of the Vestry of that Parish, then and in such Case only One Half of the Surface of such Road, and only One Footpath, shall be first opened or interfered with, leaving the other Half of the said Street or Road, and One Footpath, for the Passage of the Public, until such Time as it shall have been certified in Writing by the said Chief Surveyor that the Half of the said Street or Road, and the Footpath, first opened or interfered with, has been restored to a good and proper State

State for the Safety and Convenience of the Public, and then and not before it shall be lawful for the Company temporarily to shut up the other Half of the said Street or Road, and the other Footpath.

Works subject to "Metropolitan Building Act."

174. "The Metropolitan Building Act, 1865," shall extend and apply to the Works by this Act authorized to be constructed.

Penalty on Company for Neglect, &c. in carrying out Provisions herein contained relating to Saint Pancras.

175. If the Company shall fail to carry out any of the Provisions herein contained for the Protection of the Vestry of *Saint Pancras*, or with reference to such Parish, they shall forfeit and pay to the said Vestry a Sum not exceeding Fifty Pounds for every such Default, and an additional Sum, not exceeding Twenty Pounds, for each Day during which any such Default shall continue after they shall have received Notice thereof in Writing from the said Chief Surveyor, and such Penalties may be recovered before a Justice, anything contained in an Act made and passed in the Session holden in the Second and Third Years of the Reign of Her present Majesty, Section 71, or in any other Act or Acts, to the contrary notwithstanding.

Provision as to Payment of certain Rates in the Parish of Saint Mary, Islington.

176. The Provisions of the 133rd Section of "The Lands Clauses Consolidation Act, 1845," with respect to the Payment of the Land Tax and Poor's Rate, shall, as to any Lands or Property to be acquired under the Authority of this Act in the Parish of *Saint Mary, Islington*, extend to all Rates now chargeable upon Property or the Occupiers thereof in the said Parish.

Fourteen Days Notice to be given to Surveyor of Parish of Saint Mary, Islington, before breaking Roads.

177. Before the Company shall break up any Part of any Road, Street, Carriage or public Foot Way, or commence the Construction of any Part of the Railway or Works by this Act authorized, within the said Parish of *Saint Mary, Islington*, they shall give to the said Vestry, or their 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, or to commence the Construction of such Part of the said Railway 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 Surveyor or other Officer, or by leaving the same at the Vestry Offices, and shall specify the Part of the Road, Street, Carriage or Foot Way intended to be broken up or opened, or the Situation of the Position of the Railway and Works about to be commenced by the Company, as the Case may be.

Preventing Stoppages or Obstructions of Traffic.

178. Provided always, That it shall not be lawful for the Company, in carrying into effect the Works by this Act authorized, to stop up, or

or to obstruct, or to impede (except temporarily during the Construction of such Works) the Passage along any Road in the said Parish of *Saint Mary, Islington*, in the County of *Middlesex*, or to alter, without the Consent of the Vestry of the Parish of *Saint Mary, Islington*, the present Level or Inclination of any such Road, or any Part thereof, except the *Junction Road* which may be lowered Two Feet: Provided nevertheless, that in the event of its being necessary, in the Construction of the Works hereby authorized, that any such Road should be temporarily stopped up, it shall not be lawful for the Company so to stop up the same until they shall have made another good and sufficient Road over or immediately contiguous to the Road so to be temporarily stopped up; and the said Road shall be restored by the Company, at their Expense, within Four Months at the least after the first Interference therewith, in as good State, Condition, and Repair as the same was in before such Interference, and to the reasonable Satisfaction of the Surveyor of Highways for the Time being of the Vestry of *Saint Mary, Islington*.

As to crossing the Metropolis Turnpike Roads.

179. Whereas it is intended to carry the Railway under the *Uxbridge Road* near the Ninth Milestone, also over the *Harrow Road* near the River *Brent*, also twice under the *Edgware Road* between the *Crown* Inn at *Cricklewood* and the authorized Line of the *Midland and South-western Junction* Railway, and also under the *Marylebone and Finchley Road* near *Child's Hill* Turnpike: And whereas these Roads are Roads under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames:* Therefore it shall not be lawful for the Company to raise the said *Uxbridge Road* more than Seventeen Feet, and such raised Road, when formed, shall incline One in Forty West of the Railway Crossing, and One in Forty-five East of it, nor to raise the said *Edgware Road* more than Seventeen Feet at one of the Crossings, nor more than Six Feet at the others, and such raised Road when formed shall in all Cases be made to incline One in Fifty; also it shall not be lawful for the Company to at all alter or interfere with the Lines and Levels of the said *Harrow Road* and the said *Marylebone and Finchley Road;* and the said *Uxbridge* and *Edgware* Roads when raised shall be formed on both Sides of the said Railway with the Inclinations hereinbefore stated, and with Slopes on each Side of Inclinations not greater than Two to One; and the Company shall make and for ever thereafter keep, repair, and maintain the Bridges under the *Uxbridge Road*, the *Edgware Road*, and the *Marylebone and Finchley Road* of Lengths enough, and also the Arch over the *Harrow Road* of Width enough, to preserve the present Widths of the said Turnpike Roads and Footpaths, and not less wide in any Case than Forty Feet, measured on the Square, and shall leave under the said Arch over the *Harrow Road* a clear Headway of not less than Sixteen Feet over the

said

said Turnpike Road and every Part thereof, and over the Footpaths and every Part thereof of not less than Eight Feet; and the Company shall erect and place and for ever thereafter keep, repair, and maintain Parapet Walls of not less than Six Feet Six Inches in Height at least from the Level of the Rails of the said Railway on each Side of the said Railway over the *Harrow Road*, and also similar Parapets on each Side of the said *Uxbridge*, *Edgware*, and *Marylebone* and *Finchley* Roads above the Levels of such Roads respectively, and also from the Four Ends of such Parapet Walls Screen Fences or Close Fences for One hundred and fifty Feet in continuation of such Parapet Walls along both Sides of the said Railway and Roads respectively, and shall restore the same Roads and Footpaths in the same Line as at present, and shall form so much thereof as hard Road, and so much as Footpath, and shall form them of such Materials, and of such Quantity and Quality of each Material, as shall be required by the General Surveyor of the said Commissioners, and shall set under the said Arch and over the said Bridges, and for One hundred Feet on each Side thereof, Granite Curbs at the Edges of the Footpaths by the Sides of the said Roads, and shall restore all Drains that may be interfered with, or substitute others, so that the said Roads may be effectually drained to the reasonable Satisfaction of the said General Surveyor; and the said Turnpike Roads under the said Arch over the *Harrow Road* shall at all necessary Times be lighted and kept lighted by and at the Expense of the Company; and if the Company by their Works shall at all interfere with the Commissioners Pump and Well on the *Uxbridge Road*, or lessen the Supply of Water from that Well, they shall make good such Pump and Well, and so far as is possible restore the Supply of Water to the Satisfaction of the General Surveyor of the said Commissioners; and the Company shall, at their own Expense, do all the Works aforesaid, whether of original Construction or of Maintenance, and provide all Materials necessary for such Works.

Notice to be given to the Surveyor of the Commencement of the Works, who may require a temporary Road.

180. It shall not be lawful for the Company to commence any Works in any way interfering with the said Turnpike Roads until Ten Days after the Company shall have given Notice of their Intention to commence such Works, 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 such General Surveyor in what Way the Company propose to carry on such Works; and if the said General Surveyor shall thereupon require sufficient temporary Roads to be made by the Company instead of the Roads to be interfered with, then the Company shall make and substitute such sufficient temporary Roads before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Roads, and be liable to the same Penalties for failing to make, and after Notice to maintain, such substituted Roads as is and are provided by "The Railways

Railways Clauses Consolidation Act, 1845," with respect to substituted Roads, and the Failure to make the same; and, unless such temporary Roads shall be required, the Company shall, during the making of the said Arch, Bridges, and Alterations of the Roads and the Railway of the same Road, at all Times keep open and uninterrupted for the Traffic of the Public a clear Width of Twenty Feet of the present Road and One Footpath; and all necessary Measures of Precaution for the public Safety during the Progress of the Works of the Railways, and of Alterations of the Roads, 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 save harmless the said Commissioners in respect of all Accidents and Damages which may happen by reason of the said Works of the Company; and the Company shall finish and complete all Works, Matters, and Things connected with these Roads, and restore and give to the Public the uninterrupted Use of the same Roads and Footpaths so altered and passed under and over as aforesaid, within Six Months from the Day on which the same respectively shall be first interfered with; and all such Works shall be done under the Superintendence from Time to Time and to the Satisfaction of the said 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 said 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 said 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 said General Surveyor to cause all such Works and Repairs to be made and done 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, by Action in any Court of competent Jurisdiction.

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

181. It shall be lawful for the said Commissioners and Company to agree with each other for carrying the said Railway under or over these several 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.

182. The

For Protection of Hampstead Heath.

182. The Line of Railway, so far as it passes through *Hampstead Heath*, shall be constructed and made so that there shall be no Part of the Railway or Works in open Cutting, and the Company shall restore that Part of the Heath which will be necessarily temporarily disturbed by any of the Works with all Despatch, and such Works shall be executed in Lengths of not more than One hundred Yards at a Time, such Lengths to be effectually covered in before any other shall be commenced, and so as always to leave ample Space for the Public, and so that as little Interference as may be with the Use of the Heath by the Public shall be suffered or occasioned, and none of the Powers of Purchase or taking Land shall authorize the taking, acquiring, or making use of any Part of the Heath, except an Easement or Right of making a Covered Way or Tunnel under the Heath, with such Means of Ventilation as shall be approved by the Metropolitan Board of Works, and that the Level of the Rails shall not be higher than it is shown on the deposited Section.

For Protection of Hackney Downs.

183. Where the Main Line of the Railway shall pass through *Hackney Downs*, the same shall be constructed wholly in a Covered Way, and the Surface of the Land restored to the present Level, and the Level of the Rails shall not be higher than as shown on the deposited Section, and the Company shall restore that Part of the Downs which will be necessarily temporarily disturbed by any of the Works with all Despatch, and such Works shall be executed in Lengths of not more than One hundred Yards at a Time, such Lengths to be effectually covered in before any other shall be commenced, and so as always to leave ample Space for the Public, and so that as little Interference as may be with the Use of the Downs by the Public shall be suffered or occasioned; and none of the Powers of Purchase or taking Land shall authorize the taking, acquiring, or making use of any such Part of the Downs, except an Easement or Right of making a Tunnel or Covered Way under the Downs, with such Means of Ventilation as shall be approved by the Metropolitan Board of Works.

Construction of Bridges over public Streets within the Limits of the Metropolis.

184. In the Construction of the Railway and Works the following Rules shall be observed:

1. Wherever the Railway shall be carried across any public Carriageroad or public Street within the Limits of the Metropolis, as defined by "The Metropolis Management Amendment Act, 1862," 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):
2. The Arch of the Bridge over such Road or Street shall not, without the Consent of the Metropolitan Board of Works, in any

any Case be of less Span than Forty Feet, with a Headway of the clear Height of Eighteen Feet in the Centre, and the Arch over any such Road or Street shall be formed of an ornamental Character, to the reasonable Satisfaction of the Engineer of the Metropolitan Board of Works:

3. No Abutments or Piers shall project beyond the general Line of Frontage of the adjoining Houses: Provided always, that where there are Gardens or Forecourts in front of Houses, and the Distance between the Houses is great, the Company shall erect and maintain Side Openings, supported with Columns, back to the general Line of the Frontage of the Houses:

4. All Bridges shall be Water-tight, and so constructed as to (so far as is practicable) deaden the Sound of Engines, Carriages, and Traffic passing over them:

5. The Company shall not commence the Erection of any Bridge proposed to be constructed for the Purpose of carrying the 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 previous 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 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:

6. 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 Bridge 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, subject to the Provisions of this Act, 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.

185. Wherever

Bridges over Cuttings in public Roads and Streets.

185. 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 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.

For Protection of Sewers of Metropolitan and other Boards.

186. 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,

Works, or of any Vestry or District Board constituted under "The Metropolis Management Act, 1855," "The Metropolis Management Amendment Act, 1862," 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 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.

For Protection of Works of Havering, Dagenham, &c., Commissioners of Sewers.

187. 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 River, Sewer, Drain, Watercourse, River Wall, Defence, or Work under the Jurisdiction or Control of the Commissioners of Sewers for the Levels of *Havering*, *Dagenham*, *Ripple*, *Barking*, *East Ham*, *West Ham*, *Leyton*, and *Walthamstow*, in the respective Counties of *Essex*, *Middlesex*, and *Kent*, hereafter called the Commissioners, or may in any way affect the Drainage of the Districts under their Control, the Company shall not commence such Work until they shall have given to the said Commissioners Fourteen Days Notice in Writing of their Intention to commence the same by leaving such Notice at the Office of the Clerk of the said Commissioners, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Works, and until the said Commissioners shall have signified their Approval of the same, unless the said Commissioners fail to signify such Approval, or their Disapproval, or other Directions within Fourteen Days after Service of the said Notice and Delivery of the said Plans, Elevations, Sections, and other Particulars as aforesaid; and the Company shall comply with and conform to all reasonable Directions and Regulations of the said Commissioners in the Execution and subsequent Maintenance of the said Works, and shall provide by new, altered, or substituted Works in such Manner as the Commissioners may deem necessary for the proper Protection of, and for preventing Injury or Impediment to, the Rivers, Sewers, Drains, River Walls, and other Works herein-before referred to by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Commissioners 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 Commissioners, 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 Commissioners 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 Commissioners by the Company on Demand; and when any new, altered, or substituted Work 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 ever thereafter be maintained by the Company to the reasonable Satisfaction of the Engineer to the Commissioners for the Time being, and the said

Works shall be as fully and completely under the Direction, Jurisdiction, and Control of the said Commissioners 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 Commissioners 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.

For Protection of Sewers of South Hornsey Local Board.

188. 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 *South Hornsey* Local Board, constituted under "The Public Health Act, 1848," "The Local Government Act, 1858," 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 Board, or shall or may in any way affect the Sewerage or Drainage of the District under their Control, the Company shall not commence such Work until they shall have given to the said Board Fourteen Days previous Notice in Writing of their Intention to commence the same by leaving such Notice at the principal Office of such Board 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 shall have signified their Approval of the same, unless such Board 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 Board in the Execution of the said Works, and shall provide by new, altered, or substituted Works in such Manner as such Board 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 Board 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 Board, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said 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 such Board 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

same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Board 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 Board, 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.

Deposit Money not to be repaid until Line opened, or Half the Capital paid up and expended, except on Execution of Bond, &c.

189. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of One hundred and forty-seven thousand one hundred and twenty-seven Pounds Three Pounds *per Centum* Consolidated Bank Annuities, representing the Sum of One hundred and twenty-eight thousand Pounds Sterling, and being equal to Eight *per Centum* on the Amount of the Estimate of the Expense of the Railways by this Act authorized, has been deposited with the Court of Chancery in *England* in the Names of *William Hawes* and *James Childs*, Subscribers to the Undertaking, in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum so deposited as aforesaid, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the Sum so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the Sum so deposited shall have been executed by the Company, with

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One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the Sum so deposited if the Company shall not, within the Time limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls for Passengers.

190. The Company may demand and take in respect of the Use of the Railways any Tolls not exceeding the following; (that is to say,)

In respect of Passengers and Animals conveyed on the Railways:

For every Person conveyed in or upon any Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing:

Class 1. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny:

Class 2. For every Ox, Cow, Bull, or Head of Neat Cattle conveyed in or upon any Carriage, the Sum of One Penny *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

Class 3. For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, *per* Mile not exceeding One Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing.

Tolls for Goods.

In respect of Goods conveyed on the Railways:

Class 4. For all Coals, Coke, Culm, Charcoal, and Cinders, Compost, Dung, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways, and all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 5. For all Sugar, Grain, Corn, Flour, Fish, Hides, Dyewoods, Earthenware, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 6. For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per* Ton *per* Mile not exceeding Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 7. And for every Carriage of whatever Description (not being a Carriage adapted and used for travelling on a Railway, and not weighing more than Two Tons), *per* Mile not exceeding Fourpence; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and the Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum not exceeding One Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons.

Tolls for propelling Power.

191. The Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railways shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations as to Tolls.

192. The following Provisions and Regulations shall apply to the fixing of all Tolls and Charges payable under this Act; (that is to say,)

For all Passengers, Animals, or Goods conveyed on the Railways for a less Distance than Four Miles, the Company may demand Tolls and Charges as for Four Miles:

For a Fraction of a Mile beyond Four Miles, or beyond any greater Number of Miles, the Company may demand Tolls and Charges on Animals and Goods for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For a Fraction of a Ton the Company may demand Tolls according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

Tolls for small Parcels and single Articles of great Weight.

193. With respect to small Parcels not exceeding Five hundred Pounds in Weight, and single Articles of great Weight, notwithstanding the Rates prescribed by this Act, the Company may demand and take any Tolls not exceeding the following; (that is to say,)

For the Carriage of small Parcels on the Railways, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence:

For any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence:

For any Parcel exceeding Fifty-six Pounds the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up in separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term shall apply only to single Parcels in separate Packages:

For

For the Carriage of single Articles of great Weight:

For the Carriage of any One Boiler, Cylinder, Bob, or single Piece of Machinery, or single Piece of Timber or Stone, or any other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they from Time to Time may think fit, not exceeding Sixpence *per* Ton *per* Mile:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which with the Carriage shall exceed Eight Tons, or which on account of the Length thereof may require more than One Carriage, the Company may demand such Sum as they think fit.

Maximum Rates for Passenger

194. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the Railways, including the Tolls for the Use of the Railways, and for Carriages and locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following; (that is to say,)

For every Passenger conveyed in a First-class Carriage, the Sum of Twopence Halfpenny *per* Mile:

For every Passenger conveyed in a Second-class Carriage, the Sum of One Penny Three Farthings *per* Mile:

For every Passenger conveyed in a Third-class Carriage, the Sum of One Penny *per* Mile.

Maximum Rates for Animals and Goods.

195. The maximum Rate of Charge to be made by the Company for the Conveyance of Animals and Goods on the Railways, including the Tolls for the Use of the Railways, and for Waggons or Trucks and locomotive Power, and for every other Expense incidental to the Conveyance (except a reasonable Charge for loading and unloading Goods at any Terminal Station in respect of such Goods, and for Delivery and Collection, and any other Service incidental to the Business or Duty of a Carrier, where any such Service is performed by the Company), shall not exceed the following Sums; (that is to say,)

For everything mentioned under Class 1, not exceeding Fourpence *per* Mile:

For everything mentioned under Class 2, not exceeding Twopence *per* Mile:

For everything mentioned under Class 3, not exceeding One Penny *per* Mile:

For Matters mentioned under Class 4, not exceeding Twopence *per* Ton *per* Mile:

For Matters mentioned under Class 5, not exceeding Twopence Halfpenny *per* Ton *per* Mile:

For Matters mentioned under Class 6, not exceeding Threepence *per* Ton *per* Mile:

For any Carriage mentioned under Class 7, not weighing more than Two Tons, not exceeding Sixpence *per* Mile;

And if weighing more than Two Tons, not exceeding Twopence *per* Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons.

Terminal Station.

196. No Station shall be considered a Terminal Station in regard to any Goods conveyed on the Railways unless such Goods have been received thereat direct from the Consignor, or are directed to be delivered thereat to the Consignee.

Passengers Luggage.

197. Every Passenger travelling upon the Railways may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Restrictions as to Charges not to apply to Special Trains.

198. The Restrictions as to the Charges to be made for Passengers shall not extend to any Special Train run upon the Railways, in respect of which the Company may make such Charges as they think fit, but shall apply only to the Ordinary and Express Trains appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railways.

Company may take increased Charges by Agreement.

199. Nothing in this Act shall prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Animals or Goods of any Description, by Agreement with the Owners or Persons in charge thereof, either by reason of any special Service performed by the Company in relation thereto, or in respect to the Conveyance of Animals or Goods (other than small Parcels) by Passenger Trains.

Trains for Labouring Classes.

200. The Company shall and they are hereby required at all Times after the opening of Railway No. 1. to run a Train every Morning in the Week over the said Railway from the *Southall* Station of the *Great Western* Railway to the Termination of the said Railway No. 1. at or near *Woolwich*, calling at all the intermediate Stations, and One Train from the said Termination at or near *Woolwich* to the said *Southall* Station every Evening, also calling at intermediate Stations (*Sundays*, *Christmas Day*, and *Good Friday* always excepted), at such Hours, not being later than Seven in the Morning or earlier than Six in the Evening, as may be most convenient for Artisans, Mechanics, and daily Labourers, both Male and Female, having Business daily in *London*, at Fares not exceeding One Penny *per* Passenger for each Journey: Provided that in case of any Complaint made to the Board of

of Trade of the Hours appointed by the Company for such Trains, the said Board shall have Power to fix and regulate the same from Time to Time, and also that if in any continuous Period of Six Months it shall be found that less than One hundred of such Passengers shall have been conveyed by each of such Trains, the Company, on Proof of that Fact to the Satisfaction of the Board of Trade, may discontinue the running of such Trains, but the said Board may at any Time order the Resumption thereof by the Company if it shall seem to the said Board desirable so to do.

For ascertaining Rights of Applicant for cheap Tickets.

201. The Company shall not be required to issue a Ticket to any Artisan, Mechanic, or daily Labourer under the last preceding Clause for a less Period than One Week, and on his Application for the same he shall be bound to give his Name and Address, as well as the Name and Address of the Person or Persons by whom he may be employed; and before the Issue of such Ticket the Company shall have a reasonable Time allowed for ascertaining by Inquiry whether the Person so applying for a Ticket is an Artisan, Mechanic, or daily Labourer within the Meaning of the last preceding Clause.

Penalties for Abuse of Tickets.

202. If any Person holding such Ticket shall transfer or attempt to transfer such Ticket to any other Person he shall forfeit and pay to the Company the Sum of Five Shillings, and his Ticket shall also be forfeited; and any Person using or attempting to use any such Ticket which may have been so transferred as aforesaid shall forfeit and pay to the Company the like Sum of Five Shillings; and the Company shall not thereafter be required to allow either the original Holder of any such Ticket who shall transfer or attempt to transfer the same as aforesaid, or any Person using or attempting to use any such Ticket so transferred or attempted to be transferred, to have the Benefit of the Provisions of this Act relating to Artisans, Mechanics, and daily Labourers.

Limiting Compensation for Injury to such Passengers.

203. The Liability of the Company under any Claim to Compensation for Injury or otherwise in respect of each Passenger travelling with such Ticket as aforesaid shall be limited to a Sum not exceeding One hundred Pounds, and the Amount of Compensation payable in respect of any Passenger so injured shall be determined by an Arbitrator to be appointed by the Board of Trade, and not otherwise.

Power to run over and use Portions of Midland and South-western Junction and

204. It shall be lawful for the Company, and for all other Companies and Persons lawfully using the Railways, to run over and use, with their Engines and Carriages of every Description, and with their Clerks, Officers, and Servants, the Railways or Portions of Railways herein-after mentioned, together with the Stations, Water, Watering Places,

Great Eastern Railways.

Places, Booking Offices, Warehouses, Landing Places, Sidings, Works, and Conveniences connected therewith respectively; (that is to say,)

So much of the *Midland and South-western Junction* Railway as lies to the Northward of the Junction therewith of the Railway No. 5. by this Act authorized:

So much of the Railway No. 3. authorized by the "*Great Eastern Railway (Metropolitan Station and Railways) Act*, 1864," as lies between the Points of Junction therewith of the Railways Nos. 7. and 8. by this Act authorized, and the Point of Junction therewith of the authorized Railway No. 1. of the *East London* Railway.

Tolls and Charges during User of Railway.

205. Every Portion of Railway in respect of which the Company shall from Time to Time exercise the Powers of the last preceding Enactment shall, for all Purposes of Tolls and Charges taken or demanded by the Company during the Exercise of those Powers, be deemed to be Part of the Undertaking of the Company.

Terms of such Use.

206. The Terms, Conditions, and Regulations to which the Company, and any other Company or Person lawfully using the Railways, shall be subject in respect of the Use of the Railways or Portions of Railway herein-before described, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Party.

As to Decision of Arbitrator.

207. The Decisions of any such Arbitrator shall be binding and conclusive on all the Parties in Difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and any of the said Companies who shall refuse or neglect to perform, observe, or conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company, as the Arbitrator shall determine, any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

Byelaws to be observed.

208. The Company, and any such other Company or Person lawfully using the Railway, in using or traversing the Railways or Portions of Railways herein-before described, and in using the Works, Buildings, and Conveniences thereof in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Undertaking so used so far as such Byelaws shall be applicable to the Company or to such other Company or Person.

Saving Rights of the Corporation of London.

209. Nothing in this Act contained, nor in any of the Acts incorporated therewith, shall take away, diminish, or affect any of the Rights,

Rights, Privileges, Powers, or Authorities of the Mayor and Commonalty and Citizens of the City of *London* in, over, or connected with the River *Lee*, or any Mills or Streams connected therewith, save that the Company may nevertheless execute their Works necessary for completing the Railway by this Act authorized according to Plans and Specifications to be submitted to and subject to the Approval of the Architect for the Time being of the Corporation 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 Architect.

Saving Rights of Her Majesty's Principal Secretary of State for War.

210. And whereas it is necessary that the Fortifications and Works belonging to Her Majesty, and under the Charge of Her Majesty's Principal Secretary of State for the War Department, should be preserved intact and free from all Obstructions: Be it therefore enacted, That nothing in this Act contained shall authorize the Company to enter upon, use, or interfere with any Land, Soil, or Water, or any Right in respect thereof, or to take away, lessen, prejudice, or alter any of the Rights, Privileges, or Powers, vested in or exercised by the said Principal Secretary for the Time being, without his previous Consent signified in Writing under his Hand, and which Consent the said Principal Secretary for the Time being is hereby authorized to give, subject to such special or other Conditions as he shall see fit to impose on the Company.

Interest not to be paid on Calls paid up.

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

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

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

Railways not exempt from Provisions of present and future General Acts,

213. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force

force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by this Act.

Expenses of Act.

214. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

ARTICLES OF AGREEMENT made and entered into the Twenty-eighth Day of April One thousand eight hundred and sixty-six between William Hawes, Esquire, Henry Moore Brownrigg, Esquire, James Childs, Esquire, Peter Graham, Esquire, Alfred Smee, Esquire, and Colonel John Studholme Brownrigg, C.B., (herein-after referred to as the Promoters) of the one Part, and the London and Saint Katharine Docks Company (herein-after referred to as the Docks Company) of the other Part.

WHEREAS a Bill has been lately introduced into and is now pending in the House of Commons, intituled "A Bill for the Construction of Railways between "the Great Western Railway near Southall and the River Thames near the "Victoria Docks, to be called 'The North Metropolitan Railway;' and for "other Purposes," whereby it is proposed to incorporate a Company for making and maintaining the several Railways therein described, with Stations, Approaches, Sidings, Wharfs, Shipping Places, Works, and Conveniences connected therewith, and amongst the Lines of Railway proposed to be authorized by the said Bill is one described as follows; that is to say, "Railway No. 1. "(Main Line), Twenty-two Miles and Three and Three Quarter Furlongs or "thereaboutsin Length, commencing in the Precinct or Chapelry of Norwood "in the District of Uxbridge in the County of Middlesex in a Field near to "and North of the Booking Office of the Southall Station of the Great Western "Railway, and terminating in the Parish of Woolwich in the County of Kent "on the North Bank of the River Thames at Gallion's Reach:" And whereas the said Bill was introduced into the House of Commons at the instance of the Promoters: And whereas under or by virtue of an Act of Parliament made and passed in the 27th and 28th Years of the Reign of Her present Majesty, intituled "An Act for the Amalgamation of the London Dock Company and "the Saint Katharine Dock Company into One Company, by the Name 'The "London and Saint Katharine Docks Company,' and for the Transfer to that "Company, and the Amalgamation with their Undertaking and Docks, of the "Undertaking and Docks of the Victoria (London) Dock Company, and for "other Purposes," the Undertaking, Docks, Warehouses, Works, Lands, Buildings, Estates, Property, and Effects, formerly belonging to the Victoria (London) Dock Company and the Victoria Dock Lessees, in such Act respectively named or referred to, have been transferred to and vested in, and now belong to and are the Property of, the Docks Company, and some of the Land and Property so belonging to the Docks Company is situate in the several Parishes of West Ham and East Ham in the County of Essex, and the Parish of Woolwich in the County of Kent: And whereas by the said Bill now pending in the House of Commons it was proposed to authorize the said intended Railway Company to be thereby incorporated to purchase and take compulsorily large

large Quantities or Areas of Land, River Frontage, and Property belonging to the Docks Company situate in the said several Parishes of West Ham, East Ham, and Woolwich, and which are required by the Docks Company for the Purposes of their own Undertaking, and, amongst other things, for intended Extensions of the existing Victoria Docks: And whereas, as well in respect of the proposed Power for the compulsory taking by the said intended Railway Company of large Quantities of the Docks Company's Land, as also in respect of divers other Provisions contained in the said Bill now pending in the House of Commons, the Docks Company considered the said Bill, and the Undertaking and Works intended to be thereby authorized, to be prejudicial and injurious to their Property, Rights, and Interests, and the said Bill has been opposed by the Docks Company: And whereas Negotiations lately took place between the Promoters and the Docks Company with the view of ascertaining whether the Provisions of the said Bill now pending in the House of Commons, and the Undertaking and Works intended to be thereby authorized, might be so varied or altered as that the same might cease to be prejudicial or injurious to the Docks Company, their Property, Rights, and Interests, and that the Docks Company might be enabled to withdraw from further Opposition to the said Bill, and as the Result of such Negotiations it has been arranged that the said Parties hereto shall execute these Presents, and enter into the Agreements on their respective Parts herein-after contained, and that thereupon the Opposition of the Docks Company to the said Bill shall be withdrawn:

Now these Presents witness that in pursuance of such Arrangement the Promoters do hereby, for themselves, their Heirs, Executors, and Administrators, and each of them doth hereby separately for himself, his Heirs, Executors, and Administrators, (in respect of the Acts and Observances which herein-after or in the Terms and Conditions herein-after referred to, are expressed to be obligatory on the Promoters or the intended Railway Company, when incorporated,) covenant and agree with the Docks Company, their Successors and Assigns, and the said Docks Company do hereby for themselves and their Successors and Assigns (in respect of the Acts and Observances which herein-after or in the said Terms and Conditions herein-after referred to, are expressed to be obligatory on the Docks Company,) covenant and agree with the Promoters, and each Two or more of them, and their Executors, Administrators, and Assigns, jointly and with each of them, his Executors, Administrators, and Assigns, severally, that they, the Promoters and the intended Railway Company, and the Docks Company respectively shall and will in all respects observe and fulfil the Terms and Conditions set forth in the Schedule hereto, in reference to the Undertaking of the said intended Railway Company intended to be incorporated by the said Bill now pending in the House of Commons, and in reference to the several Acts, Matters, and Things, in such Terms and Conditions mentioned or expressed; and that the Promoters, so far as they can or may, and without any Expense to the Docks Company, shall and will do all such Acts as may be necessary for rendering the said Terms and Conditions binding and obligatory upon the intended Railway Company and the Docks Company respectively, and for that Purpose shall and will introduce into the Bill so now pending in the House of Commons, Clauses confirming and validating in all respects the Agreement hereby entered into, and the Terms and Conditions set forth in the said Schedule hereto, and shall and will use their best and utmost endeavours to procure such Clauses to be passed as Part of the Act establishing and incorporating the said intended Railway Company: Provided always, that if this Agreement and the said Terms and Conditions contained in the said Schedule hereto shall be confirmed by the said Act, or if the Promoters shall procure the intended Company, within Four Calendar Months after the passing of such Act by Deed under their

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Common Seal, to adopt and confirm this Agreement, and the said Terms and Conditions contained in the said Schedule hereto, so that the said Terms and Conditions, so far as the same may remain to be performed, may be rendered in all respects binding and obligatory upon such Company, then, and in either of such Cases, the Promoters shall be released and exonerated from all personal Liability under these Presents: Provided also, that it shall not be obligatory on the Promoters to prosecute the said Bill now pending in the House of Commons, and that if, from any Cause whatever, an Act shall not be passed at the instance of the Promoters, or some of them, to authorize the Construction of the said intended Railway, or if an Act shall be passed to authorize the Construction thereof with the Consent of the Docks Company, although such Act may not in all respects conform to the said Terms and Conditions, the Promoters shall be be released and exonerated from all personal Liability under these Presents: Provided further, that if and so far as the said Terms and Conditions contained in the said Schedule hereto may require any further legal Authorization to make the same binding upon the Docks Company, the Docks Company hereby agree with the Promoters that they, the Docks Company, shall and will do everything in their Power which the Promoters may reasonably require, and at the Promoters Costs and Charges in all Things, for enabling the Promoters to obtain such legal Authorization in and by the said Act now pending in the House of Commons, and that the Docks Company shall not be bound by such Terms and Conditions in any respect in which such further legal Authorization may be necessary to make them binding on the Docks Company, save as the Docks Company may be empowered or directed by such further legal Authorization, so to be obtained by the Promoters. In witness whereof the Promoters have hereunto set their Hands and Seals, and the Docks Company have hereunto affixed their Common Seal the Day and Year first above written.

The Schedule above referred to.

Terms and Conditions of the Arrangement between the Promoters of the intended North Metropolitan Railway Company and the London and Saint Katharine Docks Company.

1. The Railway Company not to acquire, except by Consent, any Land the Property of the Docks Company more than Fifty-five Yards South of the centre Line of the Railway, as shown on the deposited Plans.

2. The Docks Company to provide at such Parts of their Property adjacent to the proposed Railway, and to the Eastward of the present Dock, as may from Time to Time be agreed on between the Two Companies, or as may in case of Difference be settled by the Board of Trade, ample Dock and other Accommodation requisite for landing and shipping Coal, Minerals, and all Traffic brought by or to the Railway, the Understanding being that the Eastern Extremity of the Dock or Basin in which such Accommodation shall be provided shall not be more than Half Way between the Eastern Extremity of the present Victoria Dock and Gallion's Reach, and also subject to the Consent of the Conservancy Board, such further Wharfage and other Accommodation for landing and shipping Coal in the River where it abuts on the Docks Company's Property, as may from Time to Time be found as well necessary as remunerative to both Companies, and to construct and maintain on the Docks Company's Land Lines of Rail (but not Standage Room) leading from the Sidings of the Railway Company's Depôt into the Docks Company's Premises, and to the Shipping Places in the Dock or River, and to provide Haulage Power for Railway Trucks to and from the Docks of River Wharf; any Questions from Time to Time arising as to Sufficiency of Accommodation to be the Subject of Submission to the Board of Trade.

3. The

3. The Railway Company to deliver and receive by their Waggons Coals and Merchandise to and from the Docks Company at the Level of the Docks Quays, and to allow the Use of Waggons on the Company's Premises, subject only to the Through or other Charge for such Use against Owners of Goods.

4. The Docks Company to give Terms in regard to Rates, Tolls, and Charges, including Haulage, for all Coals, Minerals, and other Traffic brought by or to the Railway, as favourable as to any other Company or Person under the like Circumstances.

5. The Railway Company to give Terms in regard to Rates, Tolls, and Charges for all Coals, Minerals, and other Traffic. passing over their Railway to or from the Docks or River, as favourable as to any other Company or Person under the like Circumstances.

6. The Railway Company to strike out of their Bill all Powers to construct Wharves or Shipping Places in the River, and not to construct any Wharves or Shipping Places in the River under the Powers of the Bill or any General Act incorporated therewith.

W. HAWES. (L.S.)
HENRY M. BROWNRIGG. (L.S.)
JAS. CHILDS. (L.S.)

Signed, sealed, and delivered by the within-named James Childs in the Presence of

EVAN EVANS,
Clerk to Messrs. Wilson, Bristows, & Carpmael,
1, Copthall Buildings, London, Solicitors.

PETER GRAHAM. (L.S.)
ALFRED SMEE. (L.S.)
J. S. BROWNRIGG. (L.S.)

Signed, sealed, and delivered by the within-named William Hawes, Peter Graham, Alfred Smee, and John Studholme Brownrigg in the Presence of

E. J. BRISTOW,
1, Copthall Buildings, Solicitor.

Signed, sealed, and delivered by the within-named Henry Moore Brownrigg, in the Presence of

F. BATTEN,
22, Parliament Street, S.W.

Sealed by Order of the Court of Directors of the London and St. Katharine Docks Company in the Presence of

T. W. COLLET,
Secretary.

The Common Seal of the London and Saint Katharine Docks Company.

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SCHEDULE (B.)

AN AGREEMENT made the 16th Day of February 1866 between Eleanor Walford, of Lowndes Square in the County of Middlesex, Widow, of the one Part, and William Hawes, of No. 2, Skinner's Place, Sise Lane, in the City of London, Esquire, Colonel John Studholme Brownrigg, C.B., of 107, Victoria Street, in the City of Westminster, and Peter Graham, of Oxford Street in the County of Middlesex, Esquire, (herein-after called "the Promoters,") on behalf of themselves and the other Promoters of an Undertaking to be called "the North Metropolitan Railway," of the other Part.

WHEREAS a Bill, under the Title of "A Bill for the Construction of Railways "between the Great Western Railway near Southall and the River Thames "near the Victoria Docks, to be called the North Metropolitan Railway, and "for other Purposes," has been introduced into Parliament, at the instance of the Promoters and others, for the Purpose of establishing and incorporating a Company, with Powers to construct certain Railways through certain Districts to the North of London, and for the Purposes of Railway No. 1. in the said Bill mentioned to enter upon, take, and use a Portion of the Lands in the several Parishes of Saint Mary, Stoke Newington, and Hornsey in the County of Middlesex, which are shown on the Plan hereunto annexed, and of which the said Eleanor Walford is the Owner, and which Lands are distinguished in the Plans and Books of Reference deposited preparatory to the Introduction of the said Bill by the Nos. 83, 84, 85, 86, 87, 88, and 89 in the said Parish of Saint Mary, Stoke Newington, and by the Nos. 2, 4, 5, 7, 9, and 10 in the said Parish of Hornsey, and such Railway No. 1. as laid out would pass through the said Lands or some Parts thereof in a Cutting: And whereas Negotiations have taken place between the Promoters and the said Eleanor Walford with the view of satisfying the said Eleanor Walford as to the Manner in which the said intended Railway shall be constructed and carried through the said Lands of the said Eleanor Walford, so that she may be induced to refrain from opposing the said Application to Parliament, and as the Result of such Negotiation it has been arranged that the said Parties hereto shall execute these Presents, and enter into the Agreements on their respective Parts herein-after contained:

Now these Presents witness, that in pursuance of such Arrangement the Promoters do hereby for themselves, their Heirs, Executors, and Administrators, and each of them doth hereby separately for himself, his Heirs, Executors, and Administrators, covenant and agree with the said Eleanor Walford, her Heirs and Assigns, and the said Eleanor Walford doth hereby for herself, her Heirs and Assigns, covenant and agree with the Promoters, and each Two or more of them, and their Heirs, Executors, Administrators, and Assigns jointly, and with each of them, his Heirs, Executors, Administrators, and Assigns severally, in manner following; that is to say,

1. The Promoters, without any Expense to the said Eleanor Walford, shall do all such Acts as may be necessary for rendering the Terms and Conditions of these

these Presents binding and obligatory upon the said intended Railway Company, and for that Purpose shall and will cause and procure the said intended Company, within Six Calendar Months after the passing of their Act, by Deed under their Common Seal, to adopt and confirm this Agreement and all the Terms and Conditions thereof, so that the said Terms and Conditions, so far as the same may remain to be performed, may be rendered in all respects binding and obligatory upon such Company, and thereupon the said William Hawes, John Studholme Brownrigg, and Peter Graham, and others the Promoters, shall be released from all personal Liability under these Presents.

2. The intended Railway Company shall, at their own Expense, construct and maintain a good and sufficient Bridge, of a Width of not less than Forty Feet, and with proper Approaches thereto, across their said intended Railway at the Point where it shall intersect, on the Western Boundary of the said Lands, the Property of the said Eleanor Walford in the said Parish of Saint Mary, Stoke Newington, but so that the Site of such Bridge shall be wholly on Land now the Property of the said Eleanor Walford, as is more particularly shown on the Plan hereunto annexed.

3. The said intended Railway Company shall, where not yet made, make a good and firm Roadway, and paved and curbed Footpaths, with proper Sewers, Drains, and Gullies where necessary, to the reasonable Satisfaction of the said Eleanor Walford, or her Surveyor for the Time being, from the Point on the said Plan marked A., in the Allen Road, across the said intended Bridge, to, at, or about the Point on the same Plan marked B., on the Westernmost of the Roads recently made on the said Lands, the exact Position of the said Point B. to be hereafter determined by the Surveyor of the said Eleanor Walford; and the said Roadway and Footpaths shall together be of a uniform Breadth of Forty Feet at the least, except between the said Allen Road and the Boundary of the said Lands, where they shall remain of the same Dimensions that they now are.

4. That the said Company shall not enter upon, take, or use for the Purposes of the said Railway, or for any other Purposes whatsoever, any of the said Lands belonging to the said Eleanor Walford to the North of the Red Line on the Plan hereunto annexed, such Red Line being at its Western Point at a Distance of One hundred and ten Feet from the Southern Boundary of the said Lands in the said Parish of Saint Mary, Stoke Newington, and being at no Point of its Course nearer to the Southern Edge of the Footpath, on the South Side of a private Road in the Parish of Hornsey, called the "Walford Road," than a Distance of Eighty Feet therefrom, until it approaches within a Distance of One hundred and thirty-two Feet from the High Road leading from London to Tottenham, nor shall during such Space of One hundred and thirty-two Feet enter upon, take, or use for any of the same Purposes any Portion of the Roadway or Footpaths of the said Walford Road.

5. That the Promoters will propose in Committee of each House of Parliament as an Addition to the pending Bill a Clause for confirming this Agreement.

6. That the Promoters will pay all Costs and Expenses already incurred by the said Eleanor Walford in consequence of the said intended Railway, and to be incurred by her as attendant upon the Preparation and Execution of this present Agreement, the Preparation of the said Clauses aforesaid, and all other Costs and Expenses whatsoever which the said Eleanor Walford shall incur or be put to by or by reason of the said pending Bill, antecedent to the same passing into an Act.

7. In consideration of the Engagements on the Part of the Promoters of the said intended Railway Company included in this Arrangement, and on the Faith of this Agreement being faithfully fulfilled by them, the said Eleanor Walford shall

shall abstain from all Opposition to the Passage of the said Bill through Parliament.

8. This Arrangement is dependent upon the Promoters obtaining in the ensuing Session of Parliament an Act to authorize the Construction of the said intended Railway, and if such Act shall not be obtained this Arrangement shall be inoperative.

9. Nothing in this present Agreement shall be taken in any way to affect any Question of Compensation which shall hereafter arise between the said Eleanor Walford and the said Company, and the Amount of such Compensation, whether on account of Lands to be taken for the Purposes of the said Railway, or for Damages by reason thereof, or on any other Account whatsoever, shall not be influenced by the Fact of this present Agreement having been entered into, and shall be determined in the usual Manner.

In witness whereof the said Parties to these Presents have hereunto set their Hands and Seals the Day and Year first above written.

W. Hawes. (L.S.)

Signed, sealed, and delivered by the above-named William Hawes in the Presence of

W. Snell.

Col. J. S. Brownrigg. (L.S.)

Peter Graham. (L.S.)

Signed, sealed, and delivered by the above-named Colonel J. S. Brownrigg and Peter Graham in the Presence of

F. Batten.

Eleanor Walford. (L.S.)

Signed, sealed, and delivered by the above-named Eleanor Walford in the Presence of

Arthur C. Walford,
4, Serle Street, Lincoln's Inn.

SCHE-

SCHEDULE (C.)

ARTICLES OF AGREEMENT made the 17th Day of April 1866 between Thomas Henry Allen Poynder, of Hartham Park in the County of Wilts, Esquire, (herein-after called Mr. Poynder,) of the First Part, and William Hawes, of Skinner's Place, Sise Lane, Esquire, and Colonel John Studholme Brownrigg, C.B., of Victoria Street, Westminster, for themselves and all other Persons proposed to be united into a Company by the Name of "the North Metropolitan Railway Company" (herein-after called the Company), of the Second Part.

WHEREAS the said Parties hereto of the Second Part are the Promoters of a Bill, intituled "A Bill for the Construction of Railways in connexion with the "Great Western Railway near Southall and the River Thames near the Victoria "Docks, to be called 'The North Metropolitan Railway,' and for other Pur- "poses," which Bill is now pending in Parliament; and by which it is proposed to authorize the Company to make and maintain certain Lines of Railway, and for the Purposes thereof to enter upon, take, and use certain Lands situate at Holloway in the Parish of Saint Mary, Islington, in the County of Middlesex, Part of a valuable Estate of which Mr. Poynder is the Owner in Fee Simple: And whereas Mr. Poynder has petitioned the House of Commons against the pending Bill, and in order to the Withdrawal of his Opposition thereto it has been determined that these Presents shall be entered into by way of Agreement as herein-after appearing:

Now therefore these Presents witness that for the Considerations herein appearing it is mutually covenanted and agreed by and between Mr. Poynder and his Heirs, Executors, Administrators, and Assigns, and the said Parties hereto of the Second Part for themselves and for all others the Promoters of the said Bill, and so as to bind the said Company when incorporated, and also so as personally and individually to bind themselves and each of them, their and each of their Heirs, Executors, and Administrators, as follows; (that is to say,) if the Bill be passed into a Law and the Company make their Railway through Mr. Poynder's Land, shown on the annexed Plan, herein-after called the said Land, the following Conditions and Stipulations shall apply:

1. The said Company shall, at their own Cost, construct an Arched Bridge over the Road now made leading out of the Holloway Road at the Point marked D. on the said Plan, of the Width of Forty-five Feet at the least between the Abutment Walls.

2. The said Company shall, at the like Cost, construct an Arched Bridge of the Width of Forty Feet at the least between the Abutment Walls at such Point as shall be selected and approved by the said Mr. Poynder or his Surveyor, to unite the Seven Acres of Land situate at the North-east Side of the proposed Railway with the Land of Mr. Poynder on the South-west Side of the said proposed Railway, and which by such Railway will otherwise become severed.

3. The above-mentioned Bridges shall either be Girder Bridges or Bridges having Brick Arches, at the Option of the said Company; provided that if the said Bridges

Bridges shall be constructed with Brick Arches, they shall be so constructed as to leave a clear Height of Sixteen Feet to the springing Line of the Arches, and if Girder Bridges, they shall be made Water-tight.

4. The said Company shall, at their own Cost, make a Diversion of the proposed Road Forty-five Feet in Width, at the Point A. on the traced Plan annexed hereto, and construct with all proper Material, and to the Satisfaction of the Surveyor of the said Mr. Poynder, a Road in the Line of such Diversion.

5. The said Company shall pay for all Land of Mr. Poynder taken for the Purposes of the Railway at the Rate of One thousand Pounds per Acre, and shall purchase and buy of the said Mr. Poynder, at a like Sum of One thousand Pounds per Acre, the Plots of severed Land marked on the said Plan with the Letters B. and C., and so in proportion for any greater or less Quantity than an Acre.

6. The said Company shall pay, in addition to the aforesaid Purchase Monies, as and for general Damage to the Estate, the agreed Sum of Three thousand Pounds.

7. All the above-mentioned Sums shall be paid by the Company to Mr. Poynder before the Company shall enter upon or take possession of any Portion of the Lands above referred to.

8. The said Company shall not use the Arches under their Railway, where the same passes through the Property of Mr. Poynder, for any Purposes that may cause an Annoyance or Nuisance to Mr. Poynder, or use the same for Billsticking or Notices of any Description.

9. Provided always, that if within Six Months after the passing of the said Bill into an Act the Seal of the proposed Company shall be affixed hereto, or to an Agreement of a like Effect, then all the future Liability of the said William Hawes and John Studholme Brownrigg shall cease and determine.

The said Parties hereto of the Second Part, or the said Company, shall and will pay all the Costs and Expenses of the Surveyor and Solicitor of the said Mr. Poynder of and incidental to the Opposition to the said Bill, and of and incidental to these Presents, and the Preparation and Execution thereof.

That the said Parties hereto of the Second Part shall, at their own Cost, within Three Days from the Execution hereof, introduce, or cause to be introduced into their said Bill, a Clause confirming this Agreement, and making the same binding and conclusive upon the said Company when incorporated, and will not carry their said Bill a Stage further, or otherwise proceed with the same before Parliament, unless and until such Clause shall have been introduced into the same.

In witness whereof the said Parties hereto have hereunto set their Hands the Day and Year first above written.

THOMAS HENRY ALLEN POYNDER.

Witness,
R. H. BURNE,
1, Carey Street,
Solicitor.

SCHEDULE (D.)

ARTICLES OF AGREEMENT made the Tenth Day of April One thousand eight hundred and sixty-six between William Hawes, of 17, Montague Place, in the County of Middlesex, Esquire, and John Studholme Brownrigg, of 79, Victoria Street, in the City of Westminster, on behalf of themselves and all other Persons Promoters of the Two Bills herein-after referred to, and which several Persons are herein-after called the Promoters, of the First Part; the North Metropolitan Railway Company (herein-after called the Metropolitan Company) of the Second Part; the East London Eastern Extension Railway Company (herein-after called the Extension Company) of the Third Part; and Edward Raphael, of Wilton Lodge, Kingston, in the County of Surrey, Esquire, of the Fourth Part, by George Rastrick, his Attorney and Agent, duly authorized in this Behalf.

WHEREAS the Promoters, with others, are promoting Bills now pending in Parliament, whose respective Short Titles are proposed to be "The North Metropolitan Railway Act, 1866," and "The East London Eastern Extension Railway Act, 1866:"

And whereas if the proposed Acts, or either of them, be obtained, and the Powers thereof be put in execution, the Metropolitan Company and the Extension Company, or One of them, will interfere with the said Edward Raphael's Lands, respectively numbered 2, 3, 4, 6, 14, and 17 in the Parish of East Ham in the County of Essex, in the Plans deposited for the Purposes of the pending Bills: And whereas the said Edward Raphael, apprehending that the making of the Railways described in the pending Bills, or either of them, would be seriously prejudicial to his Interests, has petitioned against them: And whereas, in order to obviate all Opposition by the said Edward Raphael, in respect of his private Interests to the pending Bills, or either of them, it has been determined that these Presents should be entered into and executed by way of Agreement, as herein-after appearing:

Now, therefore, these Presents witness that for the Considerations herein appearing it is hereby mutually agreed by and between the Promoters and the said Edward Raphael, and also by way of separate Agreement by and between the Metropolitan Company and the Extension Company, for themselves and each of them, and their and each of their Assigns, and the said Edward Raphael, for himself, his Heirs, Executors, Administrators, and Assigns, as follows; that is to say,

1. If the proposed Acts, or either of them, be obtained in the course of the present Year, the said Edward Raphael will sell and convey to the Company requiring the same, and that Company will purchase and take a Conveyance from the said Edward Raphael, of so much of his said Land mentioned as aforesaid, as may be required for the Construction of the said Railways, or either of them, not exceeding by Admeasurement Two Acres and Three Roods, and situate in the said Parish of East Ham, and the Inheritance in Fee Simple thereof free from all Incumbrances.

2. The

2. The Compensation and Purchase Money to be paid by the Company requiring the said Land to the said Edward Raphael shall be One thousand five hundred and fifty Pounds, and shall be paid by the Company requiring the same to the said Edward Raphael before taking Possession of any Part thereof.

3. The Companies, or One of them, shall, at their own Expense in all Things, and within Three Months after taking Possession of the said Land, construct and complete a new Cattle Pound in substitution of one to be taken by them on a Spot in the Field No. 17 on the said deposited Plans, to be pointed out by the said Edward Raphael or his Agent for the Time being, and to the entire Satisfaction of such Agent, and also a level Occupation Crossing to communicate with the severed Portions of the Field No. 2. on the said deposited Plans, such level Crossing to be formed with proper Approaches and Gates, and to be completed to the entire Satisfaction of such Agent.

4. The Purchase shall be effected and the Accommodation Works constructed under the Powers and (except as is hereby otherwise agreed) in accordance with the Provisions of the "Lands Clauses Consolidation Act, 1845."

5. If the pending Bills, or either of them, be passed into a Law during the present Year, then, within Six Calendar Months next after the passing thereof, the Promoters of the said Bills, or either of them, will procure the Companies, or either of them, to duly execute these Presents, and a Duplicate thereof, under their respective Common Seals, as the Parties thereto respectively of the Second and Third Parts.

6. If these Presents be duly executed by the Companies, or either of them, under their respective Common Seals, as the Parties thereto of the Second and Third Parts respectively, then all Liabilities of the Promoters under these Presents shall thereupon and thenceforth absolutely cease, and thenceforth these Presents shall be read and have Effect as an Agreement between only the Companies respectively, or either of them, and the said Edward Raphael.

7. The Promoters of the said Bills, or either of them, shall cause to be inserted in the said Bills, or either of them, a Clause to be approved by the said Edward Raphael, confirming this Agreement.

8. On the Faith of this Agreement on the Part of the Promoters of the said Bills, or either of them, and the Companies respectively, being specifically performed and observed, the said Edward Raphael will not, in respect of his private Interests, directly or indirectly offer or sanction any further Opposition to the said Bills, or either of them.

In witness whereof the said Parties have hereunto set their Hands the Day and Year above mentioned.

EDWARD RAPHAEL,
By GEORGE RASTRICK,
His Attorney, lawfully authorized.

Witness,
FREDK. SPERRING,
Clerk to Messrs. Sharp, 92, Gresham House,
London.

SCHE-

SCHEDULE (E.)

AN AGREEMENT made the Twenty-eighth Day of March One thousand eight hundred and sixty-six between William Hawes, of Montague Place, Russell Square, in the County of Middlesex, Esquire, and Colonel John Studholme Brownrigg, of 91, Victoria Street, Westminster, C.B., Two of the Promoters of and Parties engaged in soliciting a Bill now pending in the House of Commons, intituled "A Bill for the Construction of Railways between "the Great Western Railway near Southall and the River "Thames near the Victoria Docks, to be called 'The North "Metropolitan Railway,' and for other Purposes," of the one Part, and the North London Railway Company (herein-after called the North London Company) of the other Part.

WHEREAS the North London Company have presented a Petition to the House of Commons praying to be heard against the said Bill before the Committee to which it stands referred, and alleging (amongst other things) that the Line proposed to be authorized by the said Bill will be a competing Line to the North London Railway, and the other Lines worked in connexion therewith by the North London Company: And whereas the Hampstead Junction Railway (which now belongs to the London and North-western Railway Company) is worked by the North London Company by Agreement with the London and North-western Railway Company, and is Part of the North London Railway System: And whereas the Construction of a short Branch from the Line proposed to be authorized by the said Bill near the Highgate Road to join the Hampstead Junction Railway about Half a Mile East of Pond Street Station, and of another Branch or connecting Line from the Line proposed to be authorized by the said Bill near Highbury Vale to join the North London Railway at some Point near the Newington Road Station, or between that and the Dalston Junction Station of the North London Railway, would afford a Loop Line available for the Purposes of Passenger Traffic in connexion with the City Station of the North London Company at Broad Street: And whereas the North London Company have agreed to abandon all further Opposition to the said Bill upon the Terms that they shall have Security given to them for the Construction of the said Loop Line, and Running Powers over the same, and other the Rights and Privileges herein-after mentioned:

Now, therefore, it is hereby agreed by and between the said William Hawes and Colonel John Studholme Brownrigg, as Promoters of and for and on behalf of the Company proposed to be incorporated by the said Bill, and the North London Company, as follows; that is to say,

1. The North Metropolitan Railway Company (herein-after called "the North Metropolitan Company") shall in the next or any future Session of Parliament, when required so to do by the North London Railway Company, solicit and use their best Efforts to obtain Powers to construct, and shall afterwards construct so soon as may be, a short Branch Line to connect the North Metropolitan Railway with the Hampstead Junction Railway, the Junction with the latter Line to be such as shall be approved of by the London and North-western Railway Company, the North London Company hereby agreeing to use their best Efforts to procure such Approval.

2. The North Metropolitan Company shall acquiesce in and consent to any Application to Parliament to be made in a future Session by the North London Railway

Railway Company, having for its Object to give Powers for Construction of a Line from the North Metropolitan Railway to the North London Railway in the Direction herein-before recited, and shall also consent to the Insertion in the same, or any other Bill of full Running Powers for Passenger Trains to the North London Company over the North Metropolitan Line from the Junction so to be made with the Hampstead Line Westward to the Junction Eastward with the said Line to be promoted by the North London Company, including the Use of Stations, the North London Railway Company fixing their own Fares on that Portion of the North Metropolitan Line, and being at Liberty to employ their own Booking Clerks at the North Metropolitan Stations used by them, the North London Company paying to the North Metropolitan Company for such User a Mileage Proportion of the Fares received on such Traffic, and being allowed for Working Expenses a Sum to be agreed on between the said Two Companies, or, failing Agreement, to be settled by Arbitration in manner provided by the "Railway Companies Arbitration Act, 1859;" and the North Metropolitan Company shall not in the meantime enter into any Engagement or Agreement with any other Company or Person which will limit, prejudice, or affect their Right to give such Powers to the North London Company.

3. The North Metropolitan Company shall also, in the Bill to be promoted by them under the first Article of this Agreement, insert proper and sufficient Clauses (to be approved of by the North London Company) for giving to the latter Company Running Powers for Goods, Mineral, and Cattle Traffic over the Railway of the North Metropolitan Company from the proposed Junction of the same with the Hampstead Junction Railway to the Terminal Station of the North Metropolitan Railway, at or near the River Thames, such Running Powers to be upon Terms as favorable to the North London Company as are granted by the North Metropolitan Company to any other Company, and, failing Agreement, between the said Two Companies to be settled by Arbitration.

4. In consideration and on the Faith of the Agreements herein-before contained on the Part of the said Promoters, the North London Railway Company hereby agree to abandon all further Opposition to the said Bill now pending in Parliament.

5. This Agreement shall be submitted to Parliament for Confirmation, and the Parties hereto will use their best Efforts to get the same confirmed by a Clause or Clauses in the said Bill.

In witness whereof the said William Hawes and Colonel John Studholme Brownrigg have hereunto set their Hands and Seals, and the North London Company have hereunto affixed its Common Seal, the Day and Year first above written.

W. Hawes. (L.S.)
J. S. Brownrigg. (L.S.)

Signed, sealed, and delivered by the above-named William Hawes and John Studholme Brownrigg in the Presence of

E. J. Bristow, Solicitor,
London.

The Common Seal of the North London Railway Company affixed hereto, by Order of the Board of Directors, in the Presence of

Edwd. M. Chubb,
Clerk to Messrs. Paine & Layton, Solicitors,
Gresham House, London.

L.S.

SCHEDULE (F.)

ARTICLES OF AGREEMENT made and entered into this Twenty-fifth Day of April 1866 between "the Trustees of the River Lee," incorporated by "The Lee Navigation Improvement Act, 1850," and herein-after called "the said Trustees," of the one Part, and William Hawes, of Size Lane in the City of London, Esquire, and Colonel John Studholme Brownrigg, C.B., of Victoria Street, Westminster, (herein-after called "the said Promoters,") of the other Part.

WHEREAS a Bill is now pending in Parliament, intituled "A Bill for the Con- "struction of Railways between the Great Western Railway near Southall and "the River Thames near the Victoria Docks, to be called the North Metropo- "litan Railway, and for other Purposes:" And whereas the said Trustees have presented a Petition against the said Bill: And whereas the said Trustees have, at the Request of the said Promoters, agreed to withdraw the said Petition, but nevertheless only upon the Understanding and Condition that these Presents shall forthwith be executed by the said Promoters:

Now, these Presents witness that the said Trustees, their Successors and Assigns, and the said Promoters, their Heirs, Executors, and Administrators, so far as they respectively lawfully can or may do, and each of them doth hereby interchangeably agree as follows; that is to say,

1. If the said Bill shall pass into a Law, the Company to be thereby incorporated shall, within Twelve Calendar Months thereafter and before commencing any of the Works affecting the River Lee Navigation, pay to the said Trustees as liquidated Damages the Sum of £1,500 as and in consideration of or for the Damage and Interference to be caused to the said Navigation by the Construction of the Works by the said Bill authorized.

2. If the said Bill shall pass into a Law, the said Company will, within the like Period of Twelve Calendar Months thereafter, at their own Expense, convey to the said Trustees, free from all Incumbrances, all that Piece of Land situate at Hackney Marsh in the Parish of Saint John, Hackney, in the County of Middlesex, adjoining the Land there belonging to the said Trustees, which Land to be so conveyed as aforesaid is more particularly delineated on the Plan thereof annexed to these Presents, and therein coloured Brown, the said Trustees accepting such Title to the same as the said Company shall be in a Position to give.

3. If the said Bill shall pass into a Law, the said Trustees will, within the like Period of Twelve Calendar Months thereafter, at the Expense of the said Company, convey to the said Company, in exchange for the Land described in the Second Clause of these Presents, all that Piece of Land at Hackney Marsh aforesaid, more particularly delineated on the said Plan, and therein colored Green, the said Company accepting such Title to the same as the said Trustees shall be in a Position to give.

4. The said Company will at the same Time (i.e. within the like Period of Twelve Calendar Months) grant to the said Trustees a free and uninterrupted Right of Carriage and Foot Way over the Land colored Purple on the said Plan to and from the Land of the said Trustees, and the Road numbered 106 on

on the Plan deposited with the Clerk of the Peace for the County of Middlesex, in respect of the said pending Bill.

5. The said Promoters will introduce into the said pending Bill in Committee the several Clauses hereunto annexed, which Clauses shall be and be deemed and be Part of these Presents.

6. Whereas it had been intended by the Trustees to raise the Approaches on each Side of the Homerton Bridge, in the Parish of Saint John, at Hackney, and also to raise the Abutments on either Side to correspond with such altered Approaches: And whereas the Trustees have required that these Works be executed at the Cost of the Company, the Company shall, within Twelve Months after the passing of the Act, pay to the Trustees the agreed Sum of One hundred Pounds, as and for the Cost of raising the said Approaches and Abutments; such Sum to be recoverable as and for liquidated Damages in any Court of competent Jurisdiction.

7. All reasonable Costs, Charges, and Expenses of and incident to the Opposition of the said Trustees to the said pending Bill, and of and incident to this Agreement, and to the Conveyances and Grant of Right of Way, and to the Deduction and Verification of the Title of the said Trustees and the said Company respectively to the Land to be conveyed by them respectively or otherwise, shall be paid by the said Promoters to the said Trustees on Demand.

8. If the said pending Bill shall not pass into a Law, this Agreement and all the Conditions thereof shall cease and determine, except as to Article 7, relating to the Costs, Charges, and Expenses to which the said Trustees may have been put.

9. On the passing of the said Bill an Agreement with the said Trustees to the above Effect shall be executed under the Seal of the Company, and immediately thereupon this Agreement and every Clause, Matter, and Thing therein contained shall cease and be void to all Intents and Purposes.

In witness whereof the said Trustees have hereunto affixed their Common Seal, and the said Promoters have hereunto set their Hands and Seals, the Day and Year first above written.

W. Hawes. (L.S.)
J. S. Brownrigg. (L.S.)

Signed, sealed, and delivered by the above-named William Hawes and John Studholme Brownrigg in the Presence of

E. J. Bristow,
1, Copthall Buildings.

This Seal was affixed by order of the Trustees of the River Lee.

Gascoyne Salisbury,
Chairman.

Seal of the Trustees of the River Lee.

LONDON:
Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1866.