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Cap. lxxxvi.

An Act for enabling the *North Metropolitan* Railway Company to make a Deviation and Branch Railway in substitution for Portions of their authorized Undertaking; and for other Purposes.

[17th *June* 1867.]

WHEREAS the *North Metropolitan* Railway Company (herein-after called "the Company") were incorporated by "The *North Metropolitan* Railway Act, 1866," and were empowered to construct the Railways therein described, being a System of Railways extending from the *Great Western* Railway near *Southall* to the River *Thames* near the *Victoria* Docks: And whereas in and by Section 63 of the said Act it is recited and enacted as follows; (that is to say,) "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 Construc- "tion of such Sidings, Works, and Conveniences may desire that

29 & 30 Vict. c. ccxcix.

" 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 Junction: 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 inter- " fere with the Rights and Powers vested in them for the taking of " Lands and the making and maintaining of that Railway:" And whereas the Three Companies mentioned in the said Section have agreed between themselves (subject to the Approval of Parliament) as to the Mode of giving Effect to the same, and in pursuance of and for giving Effect to such Agreement it is expedient that the Company should be empowered to make a Deviation of the Railway No. 1 authorized by the said Act, and also to make in connexion therewith a Branch Railway to form a Junction with the Extension to *London* of the *Midland* Railway, which Branch Railway will be in lieu of and in substitution for the said authorized Railway No. 5, and will render unnecessary the Construction thereof; and it is also expedient that the Provisions herein-after contained should be made for facilitating the Communication between the Railway of the Company and the *Midland and South-western Junction* Railway, and that the Works by this Act authorized should be deemed to be substituted for the Works referred to in the 63rd Section of "The *North Metropolitan* Railway Act, 1866:" And whereas the said authorized Railway No. 5 would, if constructed, have passed through certain Properties at *Cricklewood* in the County of *Middlesex* belonging respectively to *Adam Rivers Steele* Esquire and Mrs. *Ann Metcalfe* Widow, and by Sections 33 and 34 of the said Act Provision was made for the Purchase by the Company of the said Properties respectively; but inasmuch as the substituted Branch Railway by this Act authorized will not in any way affect the said Properties or either of them, it is expedient that the said Sections be repealed: And whereas Plans and Sections showing the Lines

and

and Levels of the said Deviation and Branch Railway, and Plans of the Lands which the Company are by this Act empowered to acquire, together with a Book of Reference to such Plans, were on or before the 30th of *November* last deposited with the Clerk of the Peace for the County of *Middlesex*, and those Plans and Sections and Book of Reference are in this Act referred to as "the deposited Plans, Sections, and Book of Reference:" And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. This Act may be cited for all Purposes as "The *North Metropolitan* Railway Act, 1867."

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

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the Construction of a Railway) of "The Railways 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 *North Metropolitan* Railway Company; the Expressions "the Railways" and "the Undertaking" respectively shall mean the Railways or Undertaking by this Act authorized; 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.

Power to make Deviation and Branch Railway.

4. 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 Deviation and Branch Railway herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the deposited Plans and described in the deposited Book of Reference as may be required for that Purpose. The Deviation and Branch Railway herein-before referred to and authorized by this Act are,—

A Deviation

A Deviation in the Line and Levels of the Railway No. 1 authorized by "The *North Metropolitan* Railway Act, 1866," One Mile Six Furlongs or thereabouts in Length, commencing by a Junction with that Railway in the Parish of *Willesden* in the County of *Middlesex*, and terminating by a Junction with the same Railway in the Parish of *Hendon* in the same County:

A Branch Railway Five Furlongs or thereabouts in Length, situate wholly in the said Parish of *Hendon* in the County of *Middlesex*, commencing by a Junction with the Railway firstly described in and authorized by "The *Midland* Railway (Extension to *London*) Act, 1863," now in course of Construction, and terminating by a Junction with the Deviation of the said Railway No. 1, herein-before described, in a Field numbered 15 in the same Parish on the deposited Plans of the said Railway No. 1:

And the said Deviation and Branch Railway, and the Works connected therewith, shall, with respect to Tolls, Rates, and Charges, and for all other Purposes whatsoever, be Part of the Undertaking of the Company, and as if the same had been authorized by "The *North Metropolitan* Railway Act, 1866," instead of the Portion of Railway No. 1 and the Railway No. 5 by this Act respectively authorized to be abandoned; and all the Provisions of the said Act having reference to the last-mentioned Railway and Portion of Railway respectively, including the Powers to other Companies to run over and use certain Portions thereof, shall, so far as the same are applicable and are not expressly varied or repealed by this Act, apply to the said Deviation and Branch Railway by this Act authorized.

Application of Funds.

5. The Company may apply to the Purposes by this Act authorized any Monies raised or to be raised by them by virtue of "The *North Metropolitan* Railway Act, 1866," and not required for the Purposes to which they are by such Act made specially applicable.

Powers for compulsory Purchases limited.

6. 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 Two Years from the Thirtieth Day of *July* One thousand eight hundred and sixty-six.

Period for Completion of Works.

7. The Deviation and Branch Railway shall be completed within Five Years from the Thirtieth Day of *July* One thousand eight hundred and sixty-six, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Power to deviate from Levels of Sections.

8. It shall be lawful for the Company in the Construction of the Railways to deviate from the Levels and Gradients as marked on the deposited

deposited 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 Inclinations of the Railways accordingly, anything in "The Railways Clauses Consolidation Act, 1845," 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.

9. 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.

As to crossing the Kilburn Turnpike Road.

10. Whereas it is intended to carry the *Kilburn* Turnpike Road over the Railway by means of a Bridge near the Fourth Mile Post: And whereas the said Turnpike Road is a Road 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 Road more than Eight Feet; and the same Road, when raised, shall be formed on both Sides of the said Bridge so as to incline at uniform Inclinations of One Foot in Forty Feet, 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 said Bridge of a Space wide enough to preserve the present Width of the said Turnpike Road and Footpaths, and not less wide than Forty Feet, measured on the square; 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 said Road on each Side of the said Bridge, 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 Road, and shall restore the same Road 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 reasonably be required by the general Surveyor of the said Commissioners, and shall set over the Bridge, and for One hundred Feet on each Side thereof, Granite Curbs at the Edges of the Footpaths by the Sides of the said Road, and shall restore all

Drains that may be interfered with, or substitute others, so that the said Road may be effectually drained to the reasonable Satisfaction of the said general Surveyor; 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.

11. It shall not be lawful for the Company to commence any Works in any way interfering with the said Turnpike Road 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 a sufficient temporary Road to be made by the Company instead of the Road to be interfered with, then the Company shall make and substitute such sufficient temporary Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Road, and be liable to the same Penalties for failing to make, and after Notice to maintain, such substituted Road as is and are provided by "The Railways Clauses Consolidation Act, 1845," with respect to substituted Roads and the Failure to make the same; and, unless such temporary Road shall be required, the Company shall, during the making of the said Bridge and Alteration of the 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 Railway and of the Road, 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 the Alteration, and restore and give to the Public the uninterrupted Use of the same Road and Footpaths so altered as aforesaid within Six Months from the Day on which the same 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

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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.

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

For the Protection of the West Middlesex Waterworks Company.

13. In executing the Works by this Act authorized, so far as they affect the Water Mains, Pipes, Works, and Apparatus of the *West Middlesex* Waterworks Company, in this Section referred to as the Water Company, either now laid down or made or hereafter to be laid down or made, the Provisions following shall be in force and have full Effect; (that is to say,)

(A.) Before the Company execute any Work in or near to the *Edgware Road* which could in any way prevent or prejudicially interfere with the laying down, renewing, repairing, maintaining, or using by the Water Company of any Water Main or Pipe or Apparatus for the supplying by them of Water, the Company's Engineer shall deliver to the Water Company's Engineer proper and sufficient Plans, Sections, Working Drawings, and Specifications of the Works proposed to be so executed by the Company;

(B.) If the Water Company's Engineer do not, within Ten Days next after the Delivery to him of the Plans and other Documents, deliver to the Company's Engineer a Statement in Writing of the Water Company's Engineer's Objections thereto, then the Water Company shall be deemed to have consented to the Execution by the Company of the proposed Works in accordance with the Plans and other Documents so delivered, but not otherwise, and the Works may be executed by the Company accordingly;

(C.) If within the Ten Days the Water Company's Engineer deliver to the Company's Engineer a Statement in Writing of

of the Water Company's Engineer's Objections to the Plans and other Documents so delivered, then if the Two Engineers agree as to the Modification of the Plans and other Documents to be made in order to obviate the Objections, the Water Company shall be deemed to have assented to the Execution by the Company of the proposed Works in accordance with the Plans and other Documents as so modified, but not otherwise, and the Works may be executed by the Company accordingly:

(D.) But if the Two Engineers do not within Twenty-eight Days next after the Delivery of the Objections agree as to the Modification, then the Plans and other Documents so delivered by the Company's Engineer, and the Objections thereto so delivered by the Water Company's Engineer, or Copies thereof respectively, shall be delivered to their Umpire, and he shall, on the Application of either of the Two Engineers, determine what Modification, if any, of the Plans and other Documents is to be made, and the Water Company shall be deemed to have consented to the Execution by the Company of the proposed Works in accordance with the Plans and other Documents, with or without Modification, as the Umpire determines, but not otherwise, and the Works may be executed by the Company accordingly;

(E.) The Umpire shall be a Person from Time to Time agreed on by the Two Engineers, or, failing such Agreement, a competent and impartial Civil Engineer conversant with Waterworks from Time to Time on their or either of their Application named for the Purpose by the Board of Trade:

(F.) The Plans and other Documents, and the Statements of Objections thereto, and all Notices by the Two Engineers respectively to each other for the Purposes of this Section, shall be delivered to the respective Engineer personally, or left, if for the Water Company's Engineer, at the Water Company's principal Office, and addressed to him there, and if for the Company's Engineer, at the Company's Office, and addressed to him there:

(G.) Except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or affect any of the Estates, Interests, Rights, Powers, and Privileges of the Water Company.

Providing for Communication with Midland and South-western Junction Railway.

14. And whereas the Deviation Railway authorized by this Act is intended to cross the *Midland and South-western Junction* Railway which is now in course of Construction, and the Railway No. 1 authorized by "The *North Metropolitan* Railway Act, 1866," will to a certain Extent be closely parallel with the said Line of the *Midland*

Midland and South-western Junction Railway, and it will tend to the public Convenience that the following Provisions should be made for facilitating the Communication between the Two Railways, and in lieu of the Provisions contained in Section 62 of "The *North Metropolitan* Railway Act, 1866:" Therefore Section 62 of the said Act is hereby repealed, and the following Provisions shall have Effect in lieu thereof:

(1.) The Company shall construct and for ever maintain the Bridge for carrying the Deviation 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.) Between the Points marked on the Plans and Sections deposited in respect of the said authorized Railway No. 1 Six Miles and Three Furlongs, and the Point marked thereon Six Miles and Seven Furlongs, the said Railway No. 1 shall be constructed closely parallel with the *Midland and South-western Junction* Railway, so as to enable Junctions to be made between the Two Railways within the said Space, and to enable also a Station to be formed which shall be common to the Two Railways:

The Company shall make Junctions in both Directions between the Two Railways at Points to be agreed upon in the Fifth Furlong of the Seventh Mile, and the *Midland and South-western Junction* Railway Company shall afford all proper Facilities for the making of such Junctions:

(3.) The Company shall pay to the *Midland and South-western Junction* Railway Company, on account of the Cost of the Land belonging to or Works done by the *Midland and South-western Junction* Railway Company which shall be taken or in any way interfered with by the Company, and also on account of any incidental Loss, Delay, or additional Expense incurred by the same Company by reason of the Exercise of the Powers of this Act, 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 on the Application of either Party;

(4.) 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 not, unless for the Construction of the Works and Stations authorized by this Act and "The

North Metropolitan Railway Act, 1866," 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 and take and intend to purchase for the Purposes of their Undertaking:

All Sums of Money to be paid by the Company to the *Midland and South-western Junction* Railway Company in pursuance of this Act and "The *North Metropolitan* Railway Act, 1866," shall be ascertained and paid before the Company shall be entitled to enter upon the Lands or interfere with the Works of the *Midland and South-western Junction* Railway Company:

(6.) 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:

(7.) If the Companies differ as to the Amount to be paid by the Company with respect to the Land and Works which are to be common to both Companies, 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.

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

15. Clauses 64 and 65 of "The *North Metropolitan* Railway Act, 1866," are hereby repealed, and in carrying the Deviation Railway hereby authorized in the Parish of *Hendon* under the Railway authorized by "The *Midland* Railway (Extension to *London*) Act, 1863," and the Sidings and Works connected therewith, herein referred to as the *Midland* Railway, the Company shall in the Exercise of the Powers of this Act be subject to the following Conditions and Restrictions:

Mode of crossing Midland Railway.

(1.) Subject to the Provisions herein-after made, they shall carry their said Deviation Railway under the *Midland* Railway, and the Sidings and Works connected therewith, by means of a Tunnel or covered Way, which shall be constructed under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *Midland* Railway Company.

Company. The Tunnel or covered Way shall commence on the West Side of the *Edgware Road*, and terminate on the East Side of the *New Road* from *Clither House Farm* to *Child's Hill Lane*, authorized by "The *Midland* Railway (New Lines and Additional Powers) Act, 1865:" Provided always, that if it shall be agreed between the Company and the *Midland* Railway Company that a Station for the Interchange of Passenger Traffic between their respective Railways shall be formed between the Points above named, such Portion of the Railway between those Points as shall be agreed on shall be made, either open or covered, according to such Plan as may be agreed on between the respective Engineers of the Companies. No Part of the upper Surface of the said Tunnel or covered Way shall be nearer than Two Feet Six Inches to the upper Surface of the Rails of the *Midland* Railway:

The said Tunnel or covered Way 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 the 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 12 Inches:

The Tunnel or covered Way 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 on Midland Railway.

(2.) The Company shall at all Times maintain the said Tunnel 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 not, 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

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 Cost of such Arbitrations shall be paid by One of the Companies, or in such Proportions by the Two Companies as the Arbitrators may determine:

Traffic on Midland Railway not to be interfered with.

(3.) The Company shall not in the Execution or Maintenance of the Works by this Act authorized in any Manner obstruct or 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 said Deviation Railway, and to construct and maintain the herein-before mentioned Tunnel or covered Way under the *Midland* Railway.

Mode of effecting Communication with Midland Railway.

16. The Junction between the Branch Railway hereby authorized and the *Midland* Railway shall be made at the Points where, according to the Plans deposited as in this Act mentioned, such Railway appears to communicate therewith, and at no other Points, without the Consent in Writing of the *Midland* Railway Company under their Common Seal first had and obtained; and all Communications between the Railway hereby authorized and the *Midland* Railway shall be effected in a substantial Manner by means of connecting Rails and Points of such Construction and laid in such Manner as the Engineer for the Time being of the *Midland* Railway Company may from Time to Time approve and require, and shall be executed to his reasonable Satisfaction in all respects; and in case of any Difference arising as to the Mode of effecting such Communication the same shall be determined at the Cost of the Company by a Referee to be appointed by the Board of Trade on the Application of either Company.

Company not to take Lands belonging to

17. 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

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 Tunnel or covered Way and of the Junction with the *Midland* Railway of the said Branch Railway as aforesaid; neither shall anything in this Act contained extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Midland* Railway Company, or otherwise than is herein expressly provided. the Midland Railway Company without Consent.

18. The Company shall abandon the Construction of the whole of the said Railways Nos. 5 and 6 authorized by "The *North Metropolitan* Railway Act, 1866," and also of so much of the said Railway No. 1 authorized by the same Act as lies between the Points of Commencement and Termination respectively of the Deviation of that Railway by this Act authorized. Company may abandon Portions of authorized Lines.

19. The Abandonment by the Company under the Authority of this Act of any Portion of any Railway or Works shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation, in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out of the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act or "The *North Metropolitan* Railway Act, 1866." Compensation for Damage to Land by Entry, &c. for Purposes of Railways abandoned.

20. Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to any Portions of the Railways or Works authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to Compensation to be made in respect of Portions of Railways abandoned.

the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Repeal of Sections 33 and 34 of Act of 1866.

21. Sections 33 and 34 of "The *North Metropolitan* Railway Act, 1866," are hereby repealed, but full Compensation shall be made by the Company to *Adam Rivers Steele* and *Ann Metcalfe* therein named respectively for all Injury and Damage sustained by them respectively by reason of their respective Properties not being purchased by the Company, including in such Compensation all Loss, Damages, Costs, Charges, and Expenses incurred by the said *Adam Rivers Steele* in consequence of his Opposition to the Repeal of the said Sections; the Amount of the Compensation to be paid to each of the said Parties to be assessed, if not agreed upon, and to be recovered, together with full Costs of Suit, by them respectively in any of Her Majesty's Superior Courts of Law at *Westminster*.

Powers of Arbitrator appointed to determine Amount of Compensation in certain Cases.

22. And whereas by "The *North Metropolitan* Railway Act, 1866," it is provided that in certain Cases the Amount of Compensation payable in respect of such Passengers as are therein mentioned shall be determined by an Arbitrator to be appointed by the Board of Trade: Therefore in every such Case the Decision of the Arbitrator to be so appointed shall be final, and the Arbitrator may call for the Production of any Document in the Possession or Power of either Party which he may think necessary for determining the Question in dispute, and may examine the Parties or their Witnesses on Oath, and administer the Oaths necessary for that Purpose; and the Manner of holding every such Arbitration, and the Costs (to be determined by the Arbitrator) of and attending the same, shall be in the Discretion of the Arbitrator.

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

23. The Company shall not, out of any Money by "The *North Metropolitan* Railway Act, 1866," 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.

24. Nothing herein contained shall be deemed or construed to exempt the Deviation and Branch Railway 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,

Companies, now in 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.

25. 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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