



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. ccxxi.

An Act to alter and extend the *North Metropolitan Railway*, and to consolidate and amend the Provisions relating thereto. [7th August 1854.]

WHEREAS an Act was passed in the Session of Parliament held in the Sixteenth and Seventeenth Years of the Reign of Her present Majesty, intituled "The *North Metropolitan Railway Act, 1853*:" And whereas by such Act certain Persons were incorporated by the Name of "The *North Metropolitan Railway Company*," and were empowered to make a Railway from the *Edgware Road* to *Battle Bridge* in the County of *Middlesex*: And whereas it is expedient that a Part of the Railway authorized by the said Act to be made should be relinquished, and that Provision should be made for altering the Levels and Gauge thereof: And whereas it would be of great local and public Advantage to continue the Railway Westward to a Station central for *Paddington* and to a Junction with the Line of the *Great Western Railway*, and Eastward to the General Post Office in *Saint Martin's-le-Grand*, and also to form Communications with the *London and North-western* and *Great Northern* Railways: And whereas the Capital of the Company will be insufficient to carry into effect the additional Objects aforesaid, and it is expedient to enable the Company to raise further Sums of Money: And whereas the said Railway when so continued will form a Line in continuation

16 & 17 Vict.
c. clxxxvi.

[*Local.*]

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of

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of the *Great Western Railway*, and will admit of the Passage of the Traffic and Carriages and Waggon of the *Great Western Railway Company* to and from and over the said Railway, and it would be convenient that the *Great Western Railway Company* should be empowered to raise Capital for and hold Shares in and apply such Capital to the Purposes of the Undertaking of the *North Metropolitan Railway Company*, and to nominate Directors of such Company, and that the Company and the *Great Western Railway Company* should be enabled to enter into other Arrangements with reference to the said intended Railway: And whereas it is expedient to alter the Tolls authorized to be taken by the Company, and to change the corporate Name of the Company, and to grant them other Powers and Privileges: And whereas it is expedient that for the said several Purposes the said recited Act should be altered, amended, and enlarged; and, in order to avoid Inconveniences which might arise from Two Special Acts relating to the same Undertaking being in force at the same Time, it is expedient that the recited Act be repealed, and that some of the Powers and Provisions thereof be re-enacted or continued in this Act: Whereas the several Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Recited Act
repealed.

I. That from and after the passing of this Act the said "*North Metropolitan Railway Act, 1853*," shall be and is hereby repealed.

Short Title.

II. That in citing or referring to this Act for any Purpose it shall be sufficient to use the Expression "*The Metropolitan Railway Act, 1854*."

8 & 9 Vict.
cc. 16. 18. &
20. incorpo-
rated.

III. That "*The Companies Clauses Consolidation Act, 1845*," "*The Railway Clauses Consolidation Act, 1845*," and "*The Lands Clauses Consolidation Act, 1845*," shall be incorporated with and form Part of this Act, save as to such of the Provisions thereof as may be expressly altered by this Act.

Company to
continue
incorporated
under new
Title.

IV. That, notwithstanding the Repeal of the recited Act, the Company thereby incorporated by the Name of "*The North Metropolitan Railway Company*" shall, for the Purposes of this Act, remain as from the passing of the recited Act, and continue, incorporated by the Name of "*The Metropolitan Railway Company*," and by that Name shall continue to be and shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to make and maintain the Railways herein-after described, with Stations, Works, and Conveniences connected therewith, according to the Provisions

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sions of this Act and the Acts incorporated herewith, and for other Purposes herein and in the said Acts contained, and shall have Power to purchase, and take, hold, and dispose of Land and other Property, for the Purposes and within the Restrictions of this Act and of the Acts incorporated therewith.

V. That, notwithstanding the Repeal of the recited Act, the Company shall remain and be seised and possessed of and entitled to all the Works and Conveniences, Lands and Buildings, Estates and Monies, and all Rights, Claims, Easements, Interests, and Privileges, and all Goods, Chattels, and Effects, Bonds, Deeds, Books, Writings, and other Personal Estates, and all Claims and Demands whatever, of or to which the Company at the Time of the passing of this Act, by virtue of the said recited Act, or otherwise howsoever, were immediately before the passing of this Act seised or possessed of or in any way entitled to at Law or in Equity, or otherwise howsoever, with the Appurtenances, as fully and effectually to all Intents and for all Purposes as the Company were or would have been seised or possessed of or entitled to if this Act had not passed.

Company to remain entitled to Property.

VI. That, notwithstanding the Repeal of the recited Act, all Purchases, Sales, Conveyances, Assurances, Demises, Grants, Leases, Mortgages, Bonds, Covenants, Agreements, Contracts, and Securities, and all Notices, Proceedings, Warrants, Calls, and other Acts and Things before the passing of this Act made, done, entered into, given, taken, signed, sealed, made, executed, or instituted under or by virtue of the said recited Act, or with reference to the Purposes of the same, shall be as good, valid, and effectual, to all Intents and Purposes whatsoever, for, against, with reference to, or in favour of the Company, as if this Act had not passed, and may be proceeded on and enforced accordingly.

Conveyances, &c. to remain in force.

VII. That, notwithstanding the Repeal of the recited Act, any Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against the Company before the passing of this Act, shall not abate or be discontinued or prejudicially affected by this Act, but, on the contrary, shall continue and take effect, both in favour of and against the Company, in like Manner to all Intents as if this Act had not passed.

Actions, &c., not to abate.

VIII. That, notwithstanding the Repeal of the recited Act, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered under the recited Act, shall be as valid as if the recited Act were not repealed, and the Repeal thereof and this Act respectively shall accordingly be subject

Continuance of Liabilities of the Company under repealed Act.

and

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and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the recited Act were not repealed and this Act were not passed, would be incident to or consequent on any and every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands, the Company by this Act incorporated shall to all Intents and Purposes represent the Company by the recited Act incorporated.

Transfer of
Shares, &c.,
to remain in
force.

IX. That all Sales, Transfers, Negotiations, and Dispositions, executed before the passing of this Act, of any Share in the Joint Stock of the Company, and all Certificates issued by the Company of any such Share, shall remain in full force, and be available in the same Manner as if the same had been made under the Powers of this Act; and all Books and other Documents by the recited Act directed or authorized to be kept, and which if this Act had not passed would have been admissible in Evidence, shall be admitted in Evidence in all Questions of Law and Equity and elsewhere accordingly.

Debts due to
and by the
Company to
be paid to
and by them.

X. That all Persons who immediately before the passing of this Act owed any Sum of Money to the Company, or to any Person on their Behalf, either for Calls upon the Shares held by them, or for Rents, Remunerations, Charges, or otherwise, shall pay the same, with all Interest (if any) due to or to accrue due for the same, to the Company; and all Debts and Money which immediately before the passing of this Act were due or owing by or recoverable from the Company, or for the Payment of which the Company was or but for this Act would have been liable, shall be paid, with all Interest (if any) due or to become due thereon, by or be recoverable from the Company.

Amount of
Capital.

XI. That the Capital of the Company shall consist of the original Capital of Three hundred thousand Pounds authorized to be raised by the said recited Act, and of an additional Capital of Seven hundred thousand Pounds, making together One Capital of One million Pounds.

Shares.

XII. That the original Capital of Three hundred thousand Pounds shall remain divided into Fifteen thousand Shares of Twenty Pounds each, and the additional Capital of Seven hundred thousand Pounds shall be divided into Seventy thousand Shares of Ten Pounds each.

Calls.

XIII. That Five Pounds *per* Share of Twenty Pounds, and Two Pounds Ten Shillings *per* Share of Ten Pounds, shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls, and not more than Three Fourths of a Share shall be called up in any One Year.

XIV. That

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XIV. That every Person and Corporation who at the Time of the Commencement of this Act shall be the Proprietor of One or more of the Twenty Pounds Shares in the Capital of the Company incorporated by the recited Act shall be entitled for each such Share to a Share of Twenty Pounds in the Capital of the Company hereby incorporated; and the said last-mentioned Shares are from the passing of this Act vested in such Persons and Corporations accordingly.

Proprietors of Shares in old Company to be entitled to equal Number of Shares.

XV. That all Persons and Corporations in whom any of the said last-mentioned Shares shall be vested as aforesaid shall stand and be possessed thereof upon the same Trusts and subject to the same Powers, Provisions, Declarations, and Agreements, Charges and Incumbrances, as the Trusts, Powers, Provisions, Declarations, and Agreements, Charges and Incumbrances, and to the same Payments for Calls or otherwise, upon or to which the Shares in the Capital of the Company immediately previous to the passing of this Act were liable and subject, and so as to give effect to and not revoke any Will or other Testamentary or other Instrument disposing of or affecting such Share or Shares.

Such Shares to be subject to same Trusts as former Shares.

XVI. That the several Persons and Corporations who have subscribed and shall hereafter subscribe towards the said additional Capital of Seven hundred thousand Pounds shall be entitled to Shares of Ten Pounds in proportion to their respective Subscriptions, and shall have Privileges and Advantages and participate in Dividends and Interest in a rateable Proportion with the Proprietors of the Twenty Pound Shares, and shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls, or the Forfeiture of Shares or Nonpayment of Calls or otherwise, as are contained in "The Companies Clauses Consolidation Act, 1845."

New Shares considered same as original Shares.

XVII. That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of Three hundred and thirty-three thousand Pounds; but no Part of such Sum shall be borrowed until the whole of the said Capital Sum of One million Pounds shall have been subscribed for, and One Half thereof shall have been paid up.

Power to borrow on Mortgage.

XVIII. That all and every Part of the Monies so to be raised by Shares, or borrowed on Mortgage or Bond, shall be applied only in carrying into execution the Objects and Purposes of this Act.

Application of Monies.

XIX. That, subject to the Provisions herein-after contained for reducing the Number of Directors, the Number of Directors shall be Twelve, and the Qualification of a Director shall be the Possession in his own Right of Shares representing in the whole the Capital

Directors. Qualification.

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Sum

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Sum of One thousand Pounds: Provided that nothing herein contained shall limit or interfere with, or be construed to limit or interfere with, the Powers of Appointment of Directors herein-after given to the *Great Western Railway Company*.

Power to vary the Number of Directors.

XX. That it shall be lawful for the Company from Time to Time to reduce the Number of Directors of the Company, but the whole Number of Directors after such Reduction as aforesaid shall not be less than Six.

Directors to remain in Office.

XXI. That, notwithstanding the Repeal of the recited Act, but subject to the Provisions of this Act, the several Persons who on the passing of this Act are the Directors of the Company shall remain in Office, and shall retire therefrom in the same Rotation and at the same respective Periods as if the recited Act had not been repealed, and such Directors shall be entitled to the same Powers, and be subject to the same Duties, Provisions, and Responsibilities, as the Directors to be appointed under this Act, and shall be to the same Extent eligible for Re-election.

Quorum of Directors.

XXII. That a Quorum of a Meeting of Directors shall be Three.

Committee of Directors.

XXIII. That the Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Three, and the Quorum of such Committees shall be such as the Directors shall at the Time of appointing the said Committees determine, not being less than Two.

Votes of Shareholders.

XXIV. That at all General Meetings of the Company every Shareholder shall be entitled to vote according to the following Scale of voting; (that is to say,)

Every Shareholder shall have One Vote for every Share of Ten Pounds, and Two Votes for every Share of Twenty Pounds, held by him in the Capital of the Company: Provided always, that no Shareholder shall be entitled to vote at any Meeting unless he shall have paid all the Calls then due upon the Shares held by him.

Provision as to Great Western Railway Company voting.

XXV. That so long as the *Great Western Railway Company* appoint Directors under the Powers of this Act, such Company shall not be entitled to vote as Shareholders at any Meeting held for the Appointment of Directors under the Provisions of this Act upon any Question relating to such Appointment.

Newspapers for Advertisements.

XXVI. That the Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be Two or more Newspapers published in *London*.

XXVII. And

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XXVII. And whereas Plans and Sections of the Railway authorized to be made by the said recited Act, showing the intended Lines and Levels thereof respectively, and also a Book of Reference containing the Names of the actual or reputed Owners, Lessees, and Occupiers of the Lands through which the same respectively were intended to pass, were, previously to the passing of the said Act, deposited with the Clerk of the Peace of the County of *Middlesex*: And whereas the said Railway so authorized consisted of a Railway from the Eastern Side of the *Edgware Road* in the Parish of *Saint Marylebone* in the County of *Middlesex* to *Battle Bridge* in the Parish of *Saint Pancras* in the said County of *Middlesex*: Be it enacted, That, subject to the Provisions and Powers of Deviation, Abandonment, and Alteration in this and the said incorporated Acts contained, and except as herein-after excepted, it shall be lawful for the said Company to make or complete and maintain the said Railway and Works authorized by the said Act hereby repealed in, through, and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Lines and Levels shown on the said Sections, except as herein-after excepted, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

Company
empowered
to make
Railway.

XXVIII. That it shall be lawful for the Company to relinquish and abandon all that Part of the Line of Railway authorized to be made by the said recited Act which lies West of the Point marked as the Sixth Furlong from the Point shown as the Commencement thereof as first intended opposite *Saint James's Church*, in the Parish of *Paddington* in the County of *Middlesex*, on the said Plans.

Abandon-
ment of
Portion of
authorized
Railway.

XXIX. That in any Case where, before the passing of this Act, any Contract has been entered into or Notice given by the Company for purchasing any Lands which the Company were empowered to purchase for the Purpose of constructing the Portion of the Railway by this Act authorized to be relinquished, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties, by reason of such Purchase not being completed pursuant to such Contract or pursuant to such Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided also, that nothing herein contained shall prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by

Compensa-
tion to be
made where
Contracts
have been
entered into
or Notices
given.

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by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

Company
empowered
to make
Extension
Railway.

XXX. And whereas Plans and Sections of the Extension and Branch Lines of Railway intended to be made, showing the Lines and Levels thereof respectively, and also the Books of Reference to such Plans respectively, containing the Names of the actual or reputed Owners, Lessees, or Occupiers of the Lands through which the same respectively are intended to pass, have been deposited with the Clerk of the Peace for the County of *Middlesex*, and with the Clerk of the Peace for the City of *London*: Be it enacted, That it shall be lawful for the Company to make and maintain the several Lines of Railway herein-after mentioned, and Works respectively connected therewith, in, through, and upon the Lands delineated on the said Plans, and described in the said Book of Reference, and according to the Levels described on the said Sections (except as herein-after mentioned, and also except so far as the same may be deviated from under the Powers herein-after contained), and to enter upon, take, and use such of the same Lands as may be necessary for the Purpose: Provided nevertheless, that the Company shall not have Power to enter upon, take, or use the Land, Buildings, and Premises delineated on the said Plans, and described in the said Book of Reference as "Part of Shed and Grounds of the *Middlesex* House of Correction," and "the House of Correction for the County of *Middlesex*, and Ground and Premises belonging thereto," or any Part thereof respectively, except in manner and subject to the Stipulations in such Behalf herein-after provided.

House of
Correction
not to be
taken
except as
provided.

Extension to
Paddington.

XXXI. That the Western Extension Line of Railway shall commence by a Junction with the said Railway authorized to be made by the said recited Act at or near the said Point marked as the Sixth Furlong on the said first before-mentioned Plans, and as the Commencement of the *Paddington* Extension on the second before-mentioned Plans, in the Parish of *Saint Marylebone* in the County of *Middlesex*, shall pass thence from, in, through, or into the several Parishes or Places of *Saint Marylebone* and *Paddington* in the said County of *Middlesex*, and shall terminate at or near the Southern End of *Eastbourne Terrace*, where it forms a Junction with *Conduit Street East* in the said Parish of *Paddington* in the said County of *Middlesex*, and as marked upon the said second before-mentioned Plans as the Termination of the *Paddington* Extension, and as delineated in the same Plan, such Extension Line being so constructed as to admit of the further Extension of that Line Westward.

XXXII. That

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XXXII. That the Branch Line to form a Junction with the *Great Western Railway* shall commence from such last-mentioned Extension Line at or near the Point where *Praed Street* forms a Junction with *Sale Street* in the said Parish of *Paddington*, and shall terminate by a Junction with the Line of the *Great Western Railway Company* in or near to their Station at *Paddington* in the said Parish of *Paddington*, as delineated in the said second before-mentioned Plans, or as nearly in such Lines as may be, and so as to afford free, direct, and uninterrupted Communication between the Railways of the said Two Companies for the Passage from one to the other of Carriages, Waggon, and Trucks of the *Great Western Railway Company*.

Junction
with Great
Western
Railway.

XXXIII. That the Company shall construct a commodious First-class Station on the Piece of Land in front or on the South Side of the *Great Western Hotel*, for the convenient Interchange of the Passenger Traffic of the *Metropolitan Railway Company* and the *Great Western Railway Company* (including Passengers Luggage and Parcels) between the Stations of the Two Companies, but so, nevertheless, that the *Metropolitan Company* shall not be bound to provide in their said Station for the Passage of Carriages of the *Great Western Railway Company* from one Station to the other.

Company to
construct
Station at
Paddington.

XXXIV. That the aforesaid Junction of the *Great Western Railway* at *Paddington*, and the Works necessary for effecting such Junction, and the aforesaid Station to be erected in front of the *Great Western Railway Hotel*, and the Approaches and Conveniences belonging thereto respectively, shall respectively be made and carried on under the Superintendence of the Engineers for the Time being of the *Metropolitan Railway Company* and the *Great Western Railway Company* respectively, and according to such Plans and in such Manner as shall be agreed upon by the said Engineers, or as (in case of Difference between them) shall be settled by some Engineer to be named by the President for the Time being of the Institute of Civil Engineers.

As to Junction
in front
of Great
Western
Hotel.

XXXV. That the Company shall, by means of their Engines or other tractive Power, carry over their Railway all the Passenger and Goods Traffic which the *Great Western Railway Company* may require to send over the same, in the Carriages, Waggon, and Trucks of the *Great Western Railway Company*, at the Times, and in manner, and subject to such Arrangements as may have been or may be agreed between the Companies; and in case any Difference shall arise between the Companies with reference to any such Matters, or as to the Terms upon which the same Traffic shall be carried, the Matters aforesaid shall be fixed and determined by Arbitration; and it shall be lawful for the *Great Western Railway Company* and the Company to enter into and carry into effect any Contracts and Arrangements with

Traffic of
Great Wes-
tern Railway
Company to
be carried
forward.

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reference to the Use and Working of the intended Railways, and of the Stations, Works, and Conveniences thereof, or any Parts thereof, and with reference to the Interchange of Traffic, and the Collection and Appropriation, Appointment and Distribution thereof, and the Charges in respect thereof, upon such Terms and Conditions, and for such Periods, as the said Companies shall think fit, and from Time to Time to alter or vary such Arrangements or Agreements, or any of them.

Company to
make Rail-
way through
Praed Street
and South
Wharf Road
in a Tunnel.

XXXVI. Provided always, That the Company shall make the Railway in and adjoining to *Praed Street* and the *South Wharf Road* respectively, between the *Edgware Road* on the East, and *London Street* and the Lands of the *Great Western Railway Company* on the West, only in a Tunnel, and shall not in the Execution of any of the Powers of this Act break up, disturb, or interfere with, at one and the same Time, a greater Length in the whole than One hundred Yards of the Surface of those Two Streets, and shall not, without in every Case the previous Consent in Writing of the Company of Proprietors of the *Grand Junction Canal*, take from that Company of Proprietors any Estate or Interest in any of their Lands in the Parish of *Paddington*, between the *Edgware Road* on the East and *London Street* and the Lands of the *Great Western Railway Company* on the West, other than an Easement of making, maintaining, and using therein a Tunnel with a Railway therein, and that Company of Proprietors may sell and convey such an Easement therein: Provided nevertheless, that for the Purpose of making the Tunnel the Company may in the first instance make an open Cutting: Provided also, that, except with respect to the Lands in the Parish of *Paddington* numbered on the deposited Plans 12 to 19, and 32 and 34 to 37, and 91 to 137, all inclusive, the Company shall not make the Tunnel in any of the Lands of that Company of Proprietors.

Company to
give Notice
to Grand
Junction
Canal Com-
pany of
intended
Works in
Praed Street
and South
Wharf Road.

XXXVII. That before the Company begin to execute any Work in *Praed Street* or the *South Wharf Road*, or affecting any of the Lands of the Company of Proprietors of the *Grand Junction Canal*, they shall in every Case give to that Company of Proprietors Ten Days previous Notice in Writing thereof, and every such Notice shall be accompanied with Plans and Sections of the intended Works, and such Plans and Sections respectively shall clearly and sufficiently show the Mode by which Access to the Wharfs, Basins, and other Property of that Company of Proprietors during the Execution of such Works is intended to be provided.

Company to
provide
Means of
Access to
Grand
Junction

XXXVIII. That before the Company begin to execute any Works in *Praed Street* or the *South Wharf Road*, or affecting any of the Lands of the Company of Proprietors of the *Grand Junction Canal*, the Company shall provide, and at all Times during the Execution

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Execution of such Works, and until the Restoration of the Surface to its original Condition, maintain, to the Satisfaction of the Engineer of that Company of Proprietors, proper and convenient Means of Access to the several Wharfs, Basins, and other Property of that Company of Proprietors; and within Three Months after breaking up or disturbing in or for any such Works any Portion of Land between the *Edgware Road* on the East and *London Street* and the Lands of the *Great Western Railway Company* on the West, the Company shall restore the Surface of the same Portion to its original Condition; and the Company shall, throughout the whole Length of their Tunnel within those Limits, and to the Satisfaction of the Engineer of that Company of Proprietors, leave or restore not less than Six Feet in Depth of sound Soil between the upper Surface of the Tunnel and the ordinary Surface of the neighbouring Land.

Canal Com-
pany's
Wharf.

XXXIX. That if at any Time the Company in the Execution of any of the Powers of this Act occasion any Interruption to the regular Conduct of the Traffic or Business at the Wharfs, Basins, and other Property of the Company of Proprietors of the *Grand Junction Canal*, the Company shall, on Demand, pay to that Company of Proprietors a Penalty after the Rate of Fifty Pounds for every Twenty-four Hours during which such Interruption continues, and shall also make full Compensation to all Parties interested for all Damage sustained by reason of any such Interruption.

Penalty on
Company for
interrupting
Traffic of
Grand Junc-
tion Canal
Company.

XL. That if and whenever by reason of the Execution by the Company of any of the Powers of this Act, or by reason of any Defect, whether in point of Materials, Labour, Workmanship, or otherwise howsoever, of any Works from Time to Time executed by the Company under this Act, or by reason of the Subsidence or other Failure of any such Works, any Damage happen to the Wharfs, Basins, or other Property of the Company of Proprietors of the *Grand Junction Canal*, the Company shall in every such Case forthwith rebuild, restore, or otherwise make good, under the Superintendence and to the Satisfaction of the Engineer of that Company of Proprietors, the Wharfs, Basins, or other Property so damaged, and shall also make full Compensation to all Parties interested for all Damage sustained by reason thereof.

Company to
restore
Property of
Grand Junc-
tion Canal
Company
damaged by
Failure of
Works of
Company.

XLI. That if and whenever in the Opinion of the Engineer of the Company of Proprietors of the *Grand Junction Canal* any such Damage is likely forthwith to happen, the Company shall on the Request of that Company of Proprietors or their Engineer do all such Things as are necessary and proper for preventing the happening thereof.

Company to
prevent anti-
cipated
Damage to
such Pro-
perty.

XLII. Pro-

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On Failure of
Company
Grand Junction
Canal
Company
may do
Works for
Protection of
their Property,
and
recover Expense.

XLII. Provided always, That if and whenever the Company fail to do what is necessary and proper for making good any actual Damage or preventing any apprehended Damage to any of the Wharfs, Basins, and other Property of the Company of Proprietors of the *Grand Junction Canal*, that Company of Proprietors may do what is necessary and proper in that Behalf, and the Expenses thereof shall be repaid to that Company of Proprietors by the Company, and shall be recoverable as Damages.

Company to
provide new
Sewers, &c.
before interfering
with
those of the
Grand Junction
Canal
Company.

XLIII. That it shall not be lawful for the Company to remove, displace, or otherwise interfere with any of the Culverts, Sewers, Drains, Mains, or Pipes belonging to the Company of Proprietors of the *Grand Junction Canal*, or connected with the Basins, Houses, or other Property of that Company of Proprietors, until good and sufficient Culverts, Sewers, Drains, Mains, and Pipes, and all other Works necessary or proper for conducting the Sewage, Drainage Water, and Gas, from and to the said Basins, Houses, and other Property, as sufficiently as those proposed to be interfered with, shall, at the Expense of the Company, and to the Satisfaction of the Engineer of the said Company of Proprietors, have been first made and laid down in lieu thereof, and be ready for Use, in a Position as little varying from that of the Culverts, Sewers, Drains, Mains, and Pipes proposed to be interfered with, as may be consistent with the Construction of the Railway.

Saving
Rights of
Grand Junction
Canal.

XLIV. Provided always, That, except as is by this Act expressly provided, this Act or anything therein shall not take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, Privileges, and Authorities of the Company of Proprietors of the *Grand Junction Canal*.

Extension to
Post Office.

XLV. That the Eastern Extension Line of Railway shall commence by a Junction with the Railway authorized to be made by the said recited Act at or near *Battle Bridge* in the Parish of *Saint Pancras* in the County of *Middlesex*, shall pass thence from, in, through, or into the several Parishes and Places of *Saint Pancras*, *Saint Mary Islington*, *Saint James* and *Saint John Clerkenwell*, *Saint Andrew Holborn above Bars*, *Saint Sepulchre*, in the County of *Middlesex*; *Saint Sepulchre*, *Saint Bartholomew the Great*, *Saint Bartholomew the Less*, *Saint Botolph without Aldersgate*, *Christ Church Newgate Street*, and *Saint Ann and Agnes*, in the City of *London*; and shall terminate at or near to the General Post Office, *Saint Martin's-le-Grand*, in the Parish of *Saint Ann and Agnes*, in the City of *London*, with Hoists, Lifts, and Machinery at *King's Cross* to admit of an Interchange of Carriages between the Railway and the *Great Northern Railway*, such Eastern Extension Line being
such

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such as shall effectually secure to the *Great Western Railway Company* a free and direct Passage for their Carriages, Waggon, and Trucks from their Station at *Paddington* to the City.

XLVI. That the Company shall at their own Cost make, and for ever after maintain, a good and sufficient Junction with the *Great Northern Railway*, at the Passenger Station thereof at *King's Cross*, together with all necessary Turn-tables and other Works for the convenient Interchange of Passengers, Carriages, and Waggon, by the Means aforesaid, between the said Railway and the Railway hereby authorized, and upon a Plan to be previously approved of by the Engineers of the Two Companies, or if they cannot agree upon the same, then by some Engineer to be nominated by them before they enter on the Matter.

As to Communication with Great Northern Railway.

XLVII. That if hereafter the *Great Northern Railway Company* shall acquire any Land for the Purpose of a Station, or otherwise in connexion with the Railway hereby authorized, the Company shall permit all proper Junctions, Sidings, and Works to be made in their Railway for the Purpose of the Traffic of the first-mentioned Company: Provided always, that all such Works shall be made and maintained at the Cost of the *Great Northern Railway Company* to the reasonable Satisfaction of the Engineer of the Company, and so as in no Case to interfere with the due Use and working of the Railway hereby authorized.

As to forming of future Junctions.

XLVIII. And whereas it will be advantageous to the Company and to the Public that the Interchange of Engines, Carriages, and Trucks between the Railway hereby authorized and the *Great Northern Railway* should be effected by a continuous Line of Rails, and without the Use of Hoists or Turn-tables: Be it enacted, That the Company shall at their own Expense execute the necessary Works for effecting a convenient Junction between the said Railways for the Purposes aforesaid, and for ever after maintain the same; and if such Junction cannot, under the Powers granted by this Act, or the Powers vested in the *Great Northern Railway Company*, be effected to the Satisfaction of the Engineers of the Two Companies, or if they cannot agree upon the same, then to the Satisfaction of some Engineer to be nominated by them before they proceed in the Matter, the Company shall at their own Expense in the next Session of Parliament apply for and duly prosecute a Bill to enable them to purchase Land and execute the necessary Works for effecting such Junction.

As to additional Junctions with same Railway.

XLIX. That such Portion of the Eastern Extension Line of Railway as lies between the Points marked in the Plan herein-before

Part of the Eastern Extension

[Local.]

41 Z

mentioned

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Line to be
constructed
according
to Plan.

mentioned to have been deposited with the Clerks of the Peace for the County of *Middlesex* and the City of *London* as the Fifth Furlong and the First Mile from the Commencement thereof shall be constructed not according to the Line or Course shown on the said Plan but within the Limits of lateral Deviation marked thereon, and according to the Line or Course denoted by a Blue Line on the Plan marked No. 3, authenticated by the Signature of Sir *Henry Robert Ferguson Davie* Baronet, and deposited in the Private Bill Office of the House of Commons, and it shall not be lawful for the Company to proceed with the Construction of the said Portion of the said Extension Line of Railway until they shall have deposited with the respective Clerks of the Peace for the County of *Middlesex* and the City of *London* Copies of the said Plan so authenticated as aforesaid, nor shall it be lawful for the Company in constructing the said Portion of the said Extension Line to deviate in any respect from the Line or Course indicated by such Blue Line without the Consent of the Lord Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, in Writing under the Hand of the Town Clerk of the said City for the Time being.

Railway to
be carried
under Lands
belonging to
the Corpora-
tion by
means of
Tunnels,
Arcades, or
Archways.

L. That the said Eastern Extension Line of Railway shall be made, constructed, and maintained wholly within and by means of Tunnels, Arcades, or Archways, wherever it shall pass through any land held by the Mayor and Commonalty and Citizens of the City of *London*, either in their own Right or as Trustees or Commissioners under an Act passed in the Fourteenth and Fifteenth Years of Her present Majesty, intituled *An Act for enabling the Mayor and Commonalty and Citizens of the City of London to complete the Improvements authorized to be made by the Clerkenwell Improvement Commissioners, and for amending the Acts relating to such Improvements*, so that the Use or Enjoyment of the Surface of the Ground above the said Railway be not in any Manner interrupted or impeded; and it shall not be lawful for the Company, their Contractors, Servants, or Workmen, at any Time, either permanently or temporarily, to enter upon, take, or use the Surface of the Land over such Tunnels, Arcades, or Archways, or any of them, or to interfere in any Manner with the Surface of such Land, without the Consent of the Lord Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, in Writing under the Hand of the Town Clerk of the said City for the Time being, except for the temporary Purpose of constructing Tunnels, Arcades, or Archways under the same, and for the necessary Repairs of such Tunnels, Arcades, or Archways.

No Building
to be erected
on Land be-

LI. That it shall not be lawful for the Company to make or construct any Station, Depôt, Wharf, Warehouse, or other Building
or

The Metropolitan Railway Act, 1854.

or Work, other than the said Railway itself, in or upon any Land belonging to the said Mayor and Commonalty and Citizens, either in their own Right, or as Trustees or Commissioners under "The *Clerkenwell* Improvement Act, 1851," without the Consent of the Mayor, Aldermen, and Commons in Common Council assembled first had and obtained.

longing to the Corporation without their Consent.

LII. That no Part of the Land held by the Mayor and Commonalty and Citizens of the City of *London*, either in their own Right, or as Trustees or Commissioners under "The *Clerkenwell* Improvement Act, 1851," shall be taken by the Company for the Purposes of this Act without the Consent of the said Mayor, Aldermen, and Commons in Common Council assembled first had and obtained, except only so much and such Part thereof as shall be necessary to be excavated for the Purpose of enabling the Company to construct such Tunnels, Arcades, or Archways as aforesaid; and the Company shall make full Compensation to the said Mayor and Commonalty and Citizens, for the Land or Ground which may be so excavated for the Purpose of constructing such Tunnels, Arcades, or Archways: Provided always, that in estimating the Price to be paid by the Company for the Right to construct such Tunnels, Arcades, or Archways as aforesaid, due Regard shall be had to the possible Deterioration of the Value of the Surface of the Land above any such Tunnel, Arcade, or Archway, and to the Buildings erected thereon; and it shall be lawful for the said Mayor and Commonalty and Citizens, their Lessees, Tenants, and Assigns, or other the Persons for the Time being interested in such Lands or Buildings, at any Time after the Construction of such Tunnels, Arcades, or Archways, to claim Compensation in respect of any Loss or Injury which they may sustain owing to any Slips or sinking of the said Lands or Buildings, or any other physical Injury to such Lands or Buildings, which may be occasioned by the Construction or Formation of any Tunnel, Arcade, or Archway underneath the same.

No Land belonging to the Corporation to be taken without their Consent, except for the Purpose of tunnelling.

LIII. That the Provisions herein contained with respect to Land held by the said Mayor and Commonalty and Citizens, either in their own Right, or as Trustees or Commissioners under "The *Clerkenwell* Improvement Act, 1851," shall not give any Right to the Company to enter upon or take or use any Part of such Land, without making full Compensation to the said Mayor and Commonalty and Citizens for the same; and the Company shall at all Times hereafter make full Compensation to the said Mayor and Commonalty and Citizens for any Damage that may hereafter accrue to them by reason or means of any Defect or Want of Repair of any Work constructed by the Company under the Authority of this Act.

Full Compensation to be made to Corporation of London.

LIV. That

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Streets East-
ward of
Victoria
Street not
to be taken ;

nor Levels
of Streets
altered.

One Half
only of cer-
tain Street
to be ob-
structed at
One Time.

Peter Street
not to be
diverted.

Soil from
Excavations
to be re-
moved.

LIV. That it shall not be lawful for the Company to take or use for the Purposes of the said Eastern Extension Line of Railway any Street, Road, Way, or Passage between *Victoria Street* or the Continuation thereof and the General Post Office, nor to take or use for any Purpose whatsoever the Site of *Smithfield Market*, except for the Purpose of constructing the said Railway, nor to alter or in any Manner to interfere with the Levels of any such Streets, Roads, Ways, and Passages, or with the Level of the said Market.

LV. That in constructing the said Eastern Extension Line of Railway and Works by this Act authorized across or along any Street between *Victoria Street* or the Continuation thereof and the General Post Office, it shall not be lawful for the Company to interfere with or to obstruct or prevent the Passage of the Public along more than One Street at the same Time, nor to continue the Obstruction of any such Street for a longer Period than Twelve Weeks, without the Consent of the Mayor, Aldermen, and Commons in Common Council assembled; and if the Company shall obstruct or prevent the Passage of the Public along more than One such Street at the same Time, or shall continue the Obstruction of any such Street, or any Portion thereof, for a longer Period than Twelve Weeks without such Consent as aforesaid, they shall for every such Offence forfeit and pay the Sum of Twenty Pounds for every Day during which such Obstruction shall exist or continue, and such Penalty shall be paid to the said Mayor and Commonalty and Citizens, and shall be applied by them in such Manner as the said Mayor, Aldermen, and Commons shall think fit.

LVI. That it shall not be lawful for the Company to divert *Peter Street*, nor to stop up or divert any other Street between *Victoria Street* or the Continuation thereof and the General Post Office, without the Consent of the Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled.

LVII. That the Company shall promptly remove all Earth and Soil and other Material which may be dug out or excavated in the course of constructing the said Eastern Extension Line of Railway, and shall not permit more than Three hundred Cubic Yards thereof to lie at any One Time in any Street or Road between *Coppice Row* and the General Post Office, and the Company shall, within the Space of Twenty-four Hours after they shall have been required so to do by or on behalf of the Mayor, Aldermen, and Commons of the City of *London*, cause all Earth, Soil, and other Materials which may have been dug out or excavated in the course of constructing the said Extension Line of Railway, or any Part thereof, or which may be lying in any Street, to be removed and carried away, notwithstanding the Quantity thereof may not amount to Three hundred Cubic Yards ;
and

The Metropolitan Railway Act, 1854.

and in case the Company shall permit any Earth, Soil, or other Materials exceeding Three hundred Cubic Yards to remain at any One Time in any such Street as aforesaid, or shall not, within Twenty-four Hours after they shall have been required so to do, by or on behalf of the said Mayor, Aldermen, and Commons, remove and carry away all Earth, Soil, and other Materials which may have been dug out or excavated in the course of constructing the said Extension Line of Railway, or any Part thereof, or which may be lying in or upon any such Street as aforesaid, they shall for every such Offence forfeit and pay the Sum of Twenty Pounds, and the further Sum of Twenty Pounds for each and every Day during which such Offence shall be continued; and such Penalty shall be paid to the Mayor and Commonalty and Citizens, and shall be applied in such Manner as the Mayor, Aldermen, and Commons shall think fit.

LVIII. Provided always, That the Construction of so much of the said Eastern Extension Line of Railway as lies between *Baker's Row* and *Cow Cross Street* shall be commenced within Eighteen Months after the passing of this Act, and such Part of the said Railway shall be completed within the Space of Six Months, or within such longer Period as the Mayor, Aldermen, and Commons in Common Council assembled may authorize, after the Construction thereof shall have been commenced: Provided also, that the Construction of so much of the said Eastern Extension Line of Railway as lies between *Cow Cross Street* and *Aldersgate Street* shall be completed within the Space of Six Months, or within such longer Period as the Mayor, Aldermen, and Commons in Common Council assembled may authorize, after the Construction thereof shall have been commenced.

Limit of Time for completing certain Part of the Work.

LIX. That the Branch Railway to communicate with the *Euston* Station of the *London and North-western* Railway Company shall commence at or near the *Euston* End of *Euston Square* in the said Parish of *Saint Pancras*, and terminate in the said *Euston* Station in the said Parish, with Hoists, Lifts, and Machinery, to admit of an Interchange of Carriages between the Railway and the *London and North-western* Railway.

Communication with the London and North-western Railway.

LX. That no more of the Land belonging to the *London and North-western* Railway Company shall be taken for the Purposes of this Act than shall be actually necessary to effect a Communication by means of a Hoist with One of the Lines of the *London and North-western* Railway, as shown on the said Plans of the Railway hereby authorized, and that no Part of the Surface of the Land of the *London and North-western* Railway Company shall be taken or used for any of the Purposes of this Act (except for the making of the said Hoist) without the Consent in Writing of the said Company under their

Works connected with London and North-western Railway to be done under the Superintendence of their Engineer.

The Metropolitan Railway Act, 1854.

Common Seal first had and obtained, and such Communication shall be made, and all the Works hereby authorized carried on, according to Plans which shall have been previously submitted to and approved by the Engineer-in-Chief for the Time being of the said *London and North-western Railway Company*, and such Communication and Works shall be made and carried on under his Direction and to his Satisfaction, and the Control and Management of such Communication, and the Works connected therewith, when made, shall be under the sole Direction and Authority of the *London and North-western Railway Company*: Provided also, that the Line of the intended Branch Railway hereby authorized shall not be carried over, under, or through the Land of the *London and North-western Railway Company*, without the Consent in Writing of such Company first had and obtained.

Nothing herein to affect Rights of the said Company.

LXI. That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away, further or otherwise than is herein expressly authorized, any of the Rights, Privileges, Powers, or Authorities vested in the said *London and North-western Railway Company*.

Company may alter Levels for Accommodation of the Sewers.

LXII. That it shall be lawful for the Company to deviate from the Levels, or some of them, of the said Railway, as respectively referred to the common Datum Lines described in the said several Sections, and as marked on the same, to the Extent which may be found necessary and convenient for avoiding, accommodating, preserving, or improving the Drainage or Sewers of, in, or on the Lands in, upon, or through which the said Railways and Works will be made, anything in "The Railways Clauses Consolidation Act, 1845," to the contrary notwithstanding.

Gauge.

LXIII. That the Railway shall be formed in such Manner as to be worked equally with double Lines of Rails of the Gauge of Seven Feet, and of the Gauge of Four Feet Eight Inches and a Half; and no Part of the Railway shall be opened unless such Part shall be formed and completed with such double Lines of Rails upon both Gauges: Provided always, that the Company shall lay down Narrow Gauge Rails only on the Branch Line to the Station of the *London and North-western Railway* at *Euston Square*, and shall lay down Broad Gauge Rails only on the *South Wharf Road Branch* to the Station of the *Great Western Railway* at *Paddington*.

Regulation as to laying down Gauge of 7 Feet.

LXIV. That in laying down such Rails upon the Gauge of Seven Feet, and for the Purposes thereof, the Company shall so construct, and, if needful, alter any Stations, Arches, or other Works of their
Railway,

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Railway, so as to admit of the Passage along the whole Railway of the Carriages of the *Great Western Railway Company*.

LXV. That it shall be lawful for the Company, for the Purpose of constructing the said Railway and Works, subject to the Provisions herein contained, to appropriate and use the Subsoil of the Streets, Roads, and Highways shown on the said Plans, and described in the Book of Reference thereto, and to break up, remove, alter, or interfere with all Water, Gas, and other Pipes thereunder; and it shall be lawful for the said Company, and they are hereby empowered, during the Construction of the Railway and Works, to cross, alter, stop up, or divert the said Streets, Roads, and Highways, or any of them, and to use and appropriate any of them so stopped up: Provided always, that in every Case in which the Surface of any Street, Road, or Highway is broken up, such Surface so broken up shall be restored to its former Level within Three Months after the same shall have been broken up or interfered with, and that it shall not be lawful to break up or interfere with the Surface of any Street, Road, or Highway, after the Expiration of Two Years from the Day when the Surface of any Street, Road, or Highway shall have been first broken up or interfered with under the Powers of this Act.

As to Interference with the Streets.

LXVI. That the Company shall not, except for the Purposes of making the Railway and Works hereby authorized, take up the Pavement or otherwise disturb the Surface of any Street within the City of *London* or the Liberties thereof, without the previous Consent in Writing of the Commissioners of Sewers of the City of *London* under the Hand of their Clerk, every such Consent to state the Name of the Street in which the Pavement is permitted to be taken up, and the Number of Square Feet of Pavement which may be removed or disturbed; and if the Company shall take up or disturb the Pavement or Surface of any Street within the City of *London* or the Liberties thereof, except for the Purposes of making the Railway and Works hereby authorized, without such previous Consent as aforesaid, or shall take up or disturb a greater Number of Square Feet of Pavement or Surface than shall be permitted by such Consent, the Company shall forfeit and pay the Sum of Forty Shillings for every Square Foot of Pavement which shall be so taken up or disturbed.

Pavement not to be taken up without Permission.

LXVII. That whenever it shall be necessary from any Cause whatever, except for the Purpose of the Construction of the Railway, for the Company to break up or open the Pavement, Surface, or Soil of any Street within the City of *London*, or the Liberties thereof, such Street, and the Pavement, Surface, and Soil thereof, shall be broken up and opened under the Superintendence of the Commissioners

Streets to be broken up under Superintendence.

The Metropolitan Railway Act, 1854.

Commissioners of Sewers of the City of *London*, or their Successors, at such Time and in such Manner as they shall direct.

Streets broken to be reinstated without Delay.

LXVIII. That when the Pavement, Surface, or Soil of any Street within the City of *London* or the Liberties thereof shall, for the Purposes of making the Railway, or for any other Purpose whatever, be broken up or opened by the Company, they shall with all convenient Speed complete the Work on account of which the same shall be broken up or opened, and fill in the Ground, and make good the Pavement or Surface or Soil so broken up or opened, and carry away the Rubbish occasioned thereby, and shall in the meantime cause the Place where such Pavement or Surface or Soil shall be so broken up or opened to be fenced and guarded, and shall set up and maintain upon or against the Part of the Pavement, Surface, or Soil so broken up or opened a sufficient Light during every Night that such Pavement or Surface or Soil shall be continued open or broken up.

Works may be done by the Commissioners at the Expense of the Parties.

LXIX. Provided always, That whenever the Pavement, Surface, or Soil of any Street within the City of *London* or the Liberties thereof shall, for the Purposes of making the Railway, or for any other Purpose whatever, be broken up or opened, it shall be lawful for the Commissioners of Sewers of the City of *London*, in case they shall think it expedient so to do, to direct their Contractor, Officers, or Servants, after the Works of the Company shall have been completed, to fill in the Ground, and to make good the Pavement or Surface or Soil so broken up or opened, and to carry away the Rubbish occasioned thereby, instead of permitting such Work to be done by the Company; and the Costs and Expenses of filling in such Ground, and of making good the Pavement or Soil so broken up or opened, after having been certified by the Surveyor of the said Commissioners, shall be repaid on Demand to the said Commissioners by the Company, and in default thereof shall be recovered by the said Commissioners from the Company in the Manner herein mentioned.

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

LXX. That if the Company shall take up any Part of the Pavement or otherwise disturb the Surface of any Street within the City of *London* or the Liberties thereof, for the Purpose of making the Railway 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 affix and maintain Lights during the Night near to the Places where any Ground shall be open, so as to prevent any Accident, the Company shall for every such Offence forfeit a Sum not exceeding Five Pounds; and it shall be lawful for the Commissioners of Sewers
of

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of the City of *London* 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 Treasurer of the said Commissioners, 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, in such Manner as shall be satisfactory to the said Commissioners.

LXXI. That if the Company shall displace, take up, or make any Alteration in the Pavement of any Carriage or Foot Way in any Street within the City of *London* or the Liberties thereof, except for the Purpose of making the Railway and Works hereby authorized, without the Consent in Writing of the Commissioners of Sewers of the City of *London*, or shall cause any Obstruction in any Street within the said City or the Liberties thereof, the Company shall for every such Offence forfeit a Sum not exceeding Five Pounds; and in case the Company shall not, within Twenty-four Hours after Notice in Writing by the Surveyor of the said Commissioners, cause the said Pavement which shall have been so displaced, taken up, or altered to be reinstated and put into its proper State, or such Obstruction to be removed, then and in such Case the said Commissioners may cause the same to be done, and the Costs and Charges thereof shall, on Demand, be paid to them by the Company, and in default thereof shall be recovered from the Company in the Manner herein-before provided.

Penalty on Company altering Pavements without the Consent of the Commissioners.

LXXII. That if any Question shall arise between the Company and the Commissioners of Sewers of the City of *London* relative to the proper Reinstatement or sufficient or insufficient Repair of any Pavement within the City of *London* or the Liberties thereof, under the Provisions of this Act, it shall be lawful for any Justice, upon Complaint before him, to summon the Clerk or Engineer or other Officer of the Company and of the said Commissioners respectively, and to hear and determine the Matter in a summary Way, and to award and adjudge such Sum of Money by way of Damage against the Company, together with such Costs and Charges as to such Justice shall seem proper, and the Amount of such Damages, Costs, and

Justice to settle Disputes as to Reinstatement of Pavements.

The Metropolitan Railway Act, 1854.

Charges so awarded and adjudged shall be recovered from the Company by Distress and Sale of their Goods and Chattels in the same Manner as any Penalty is recoverable under "The Companies Clauses Consolidation Act, 1845:" Provided always, that it shall not be competent for any Justice to hear and determine any such Question as aforesaid, unless Twenty-four Hours Notice shall have been given by the complaining Party to the other Party of the intended Application to such Justice, with the Grounds of such Complaint.

Regulating
the Construc-
tion of a
Tunnel
under the
Metropolis
Turnpike
Roads.

LXXIII. And whereas it is intended to carry the Railway by this Act authorized to be made under the Turnpike Road commencing at *Battle Bridge*, and leading from thence by *Saint Pancras Church* and through *Kentish Town* to *Highgate Gate-house*, commonly called "*The Old Saint Pancras Road*" (being One of the Turnpike Roads under the Care of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, and within the Ninth District of such Turnpike Roads,) at or near the Place where the said Railway is proposed to be connected with the *Great Northern Railway Station*, which Place is numbered 6, in the Parish of *Saint Pancras*, on the deposited Plans, and it is intended to carry the said Railway by means of a Tunnel under the said Turnpike Road: Therefore it shall not be lawful for the Company to alter the Level or Width of the said Turnpike Road, or of the Footpaths at the Side thereof, or any Part of such Turnpike Road or Footpaths, and that the said Tunnel shall be so constructed that the upper Surface of the Centre of the Arch thereof shall not be less than Eighteen Inches below the Surface of the Turnpike Road over such Tunnel.

Notice to be
given and
Plans sub-
mitted before
Commence-
ment of
Works.

LXXIV. That it shall not be lawful for the Company to commence any Work or Works in any way connected with the making of the said Tunnel under the said Turnpike Road until Ten Days after the Company shall have given Notice of their Intention to commence such Work or Works, and shall have delivered Plans and Drawings of the same to the General Surveyor for the Time being of the said Commissioners, and shall have explained in Writing to such General Surveyor in what Way it is proposed to carry on such Work or Works so far as the same Work or Works may possibly affect or interfere with the Safety of the said Turnpike Roads and Footpaths, or the Convenience of the Passengers and Traffic thereon; and that the said Tunnel shall be so made and the Materials to be used in and about the Walls and Arch of the said Tunnel shall be such as to ensure the permanent Safety of the said Turnpike Road and Footpaths, and that the said Tunnel and Works shall be made in the aforesaid and other respects under the Superintendence and to the reasonable Satisfaction of the said General Surveyor; and that all the Drains of the said Turnpike Road which shall be taken up, displaced, or interfered with
in

The Metropolitan Railway Act, 1854.

in consequence of the making of the said Tunnel and Works shall be relaid and made good by the Company.

LXXV. That in the event of the Company requiring to open or in any Manner to interfere with the Surface of the said Turnpike Road or Footpaths, or either of them, for the Purpose of making the said Tunnel, or any Work or Works connected therewith, then and in such Case only One Half of the Surface of such Turnpike Road and One Footpath shall be first opened or interfered with, leaving the other Half of the said Turnpike Road and One Footpath for the Passage of the Public, until such Time as it shall have been certified in Writing by the said General Surveyor that the Half of the said Turnpike Road and Footpath first opened or interfered with has been restored to a good and proper State for the Safety and Convenience of the Public, and that then, and not before, it shall be lawful for the Company to shut up the said other Half of the said Turnpike Road and Footpath; and all such Measures of Precaution for the public Safety during the Progress of the Works of the said Railway, including the fencing of the said Works, and the lighting and watching of the same by Night, shall be adopted by and at the Expense of the Company, as shall be required from Time to Time by the said General Surveyor.

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

LXXVI. That in the event aforesaid the said Tunnel and all Works connected therewith shall be completed by the Company to the Satisfaction of the said General Surveyor, and the Use of the said Turnpike Road and Footpaths restored to the Public within Three Months from the Day on which the Company shall have first opened or interfered with the Surface of the said Turnpike Road and Footpaths.

Tunnel to be completed within Three Months from the Commencement.

LXXVII. That in the event aforesaid the said Turnpike Road and Footpaths shall be restored in the same Lines as the present Turnpike Road and Footpaths, with no Deviation therefrom, and the same, and the paved Water Channels thereof respectively shall be restored with such Materials, of such Quantity and Quality of each Material, and in such Manner in all respects as shall be directed or required in Writing by the said General Surveyor.

Road to be restored in the same Lines as the present Road.

LXXVIII. That in the event aforesaid, if the said General Surveyor shall require a sufficient Road to be made by the Company for the temporary Use of the Public instead of the said Turnpike Road to be opened or interfered with as aforesaid, then the Company shall make and substitute such sufficient Road before they open or interfere with the said Turnpike Road, and shall maintain the Road to be so substituted until the Restoration of the said Turnpike Road, and be liable to the same Penalties for failing to make, or, after Notice, to maintain,

General Surveyor may require a temporary Road to be substituted.

The Metropolitan Railway Act, 1854.

maintain, such substituted Road as is or are provided by "The Railways Clauses Consolidation Act, 1845," with respect to substituted Roads and the Failure to make the same.

Company to be liable for Damage happening to the Road in consequence of the Construction of the Tunnel.

LXXIX. That in any event the Company shall be answerable and amenable for all Injury or Damage which may happen at any future Time to the said Turnpike Road or Footpaths, or any of them, or any Part thereof respectively, in consequence of the making of the said Tunnel under the said Turnpike Road; and if and so often as any Injury or Damage shall happen, or may be reasonably apprehended, and the Company shall not proceed forthwith to repair and make good or to prevent such Injury or Damage to the Satisfaction of the said General Surveyor, or if by reason of the making of the said Tunnel and Works any Alteration of the said Turnpike Road or Footpaths, or of the Drains under the same, shall in the Judgment of the said General Surveyor be rendered necessary, and the Company shall not, upon being required so to do by the said General Surveyor, proceed forthwith to make such Alteration to the Satisfaction of the said General Surveyor, then and in any of such Cases it shall be lawful for the said General Surveyor to repair and make good or to prevent such Injury or Damage, and to make such Alterations in such Manner and upon such Terms as he in his Discretion shall think fit; and all Costs and Expenses of such Repairs and Alterations 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 of the Metropolis Turnpike Roads from the Company, with full Costs, by Action in any of Her Majesty's Courts of Record at *Westminster*.

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

LXXX. That it shall be lawful for the said Commissioners and Company to agree with each other for the making of the said Tunnel under the said Turnpike Road in any other Manner than is herein-before mentioned or provided for, or for the making, doing, and maintaining by the Company of all such Works, Matters, and Things 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 herein-before required to be done by them as shall be by the said Agreement expressly dispensed with by the said Commissioners.

Power to Company to purchase Prison at Coldbath Fields, and erect new Prison in lieu thereof.

LXXXI. And whereas for the Purpose of making and maintaining the said Railway as delineated in the aforesaid Plans and Sections and described in the aforesaid Book of Reference, and in accordance with the Provisions of "The Lands Clauses Consolidation Act, 1845," it will be necessary that the Company shall take the whole of the Land, Buildings, and Premises known as the House of Correction, in *Coldbath*

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Coldbath Fields, in the Parishes of *Saint Pancras* and *Saint James Clerkenwell* in the County of *Middlesex*, and the same Land, Buildings, and Premises are now vested in Trustees for the Justices of the Peace for the said County: Be it therefore enacted, That it shall be lawful for the Company to take the said Land, Buildings, and Premises known as the Prison or House of Correction in *Coldbath Fields* aforesaid, and for Three Visiting Justices of the said Prison for the Time being to convey to the Company within the Space of Three Years after the passing of this Act, but not afterwards, the whole of the said Land, Buildings, and Premises, upon the Terms and subject to the Conditions following; that is to say, that previously to the taking and Conveyance thereof the Company shall purchase Fifty Acres (or such smaller Quantity as may be agreed upon between the Justices of the Peace for the said County assembled in General or Quarter Session and the Company) of Freehold Land situated in the said County, at a Distance of not less than Six or more than Nine Miles from the General Post Office in *Saint Martin's-le-Grand* in the City of *London*, or within such other Distance from the said Post Office, and within the said County, as shall be agreed upon between the said Justices of the Peace and the Company, and shall convey the same to a Trustee or Trustees to be nominated by the said Justices of the Peace for their Use and Benefit; that the said Land shall be suitable for the Purpose of a new Prison, with proper Appurtenances, and shall be adjoining or within Eight hundred and eighty Yards by Carriage Road of some Railway Station, and the Site thereof shall be previously approved of by the said Justices of the Peace, and by One of Her Majesty's Principal Secretaries of State: that the Company shall, at their own Expense, erect upon the said Land a new Prison, capable of accommodating not less than One thousand five hundred Prisoners, and their Attendants, with appropriate Fixtures and Fittings, and upon the Plan of the present System of Discipline at the Prison at *Coldbath Fields*, and commonly known as the Silent and Associated System, with a separate Sleeping Cell for each Prisoner, the Cells to be divided by a Brick Wall not less than Nine Inches thick, and the Dimensions of the Cells to be not less than Eight Feet in Length, Six Feet in Width, and Nine Feet in Height, but not fitted up with separate Fittings as the Model Prison; and there shall also be erected, within the Precincts of the proposed new Prison, Tread Wheels of equal Power and Capacity with those now existing at *Coldbath Fields* Prison, and such Wheels shall be capable of being adapted to such useful Purposes as the said Justices of the Peace shall determine upon; and the Plan of the new Prison shall in all other respects be agreed upon between the Company and the said Justices, and be approved of by One of Her Majesty's Principal Secretaries of State; and in case the Company and Justices

[Local.]

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shall

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shall disagree, all Matters in dispute shall be decided by One of Her Majesty's Principal Secretaries of State, or by some Person to be appointed by him for the Purpose; that the Company shall, at their own Expense, enclose not less than Twenty of the said Fifty Acres or smaller Quantity of Land with a Boundary Wall of the Height and Dimensions and according to a Plan to be previously submitted to and approved by the said Justices of the Peace and One of Her Majesty's Principal Secretaries of State, and will provide a proper and convenient Carriage Road and Footway from the aforesaid Prison to the Station, or to a Carriage Road leading thereto; and that all the Works of erecting and making the said Prison Wall and Roads, and in connexion therewith, shall be done under the Superintendence and to the Satisfaction of, and with Materials approved by, the Architect for the Time being of the said Justices; and the said Works shall also be done to the Satisfaction of the said Justices, and in accordance with the Provisions and subject to the Supervision provided by the Acts in force for the Time being relating to Prisons, and for regulating the Construction and Use of Buildings in the Metropolis and its Neighbourhood, so far as such last-mentioned Act shall be applicable to such Prison.

Possession of Prison at Coldbath Fields not to be taken until new Prison erected.

LXXXII. That the Company shall not be entitled to the Possession of the Land, Buildings, and Premises known as the House of Correction at *Coldbath Fields*, or any Part thereof, until they shall have fully completed the said new Prison and other Works hereby provided for, nor until it shall have been certified by the Architect of the said Justices of the Peace, and all other necessary Parties, that the said new Prison is fit for the Reception of Prisoners, nor until the Company shall have paid to the said Justices all their Costs, Charges, and Expenses, as herein provided for.

Station to be provided at or near Site of present Prison at Coldbath Fields or Smithfield.

LXXXIII. That in the event of the Company taking, in manner herein-before provided, the said House of Correction at *Coldbath Fields*, the Company shall, at their own Expense, erect a Station adjoining to the Site of the present House of Correction at *Coldbath Fields*, or otherwise near to *Smithfield*, at or near the Point specified for an intended Station upon the Lithograph Plan circulated by the Company.

Company to pay the Treasurer of the County of Middlesex 500*l.* a Year as Compensation for the

LXXXIV. That the Company shall pay to the Treasurer of the County the annual Sum of Five hundred Pounds by way of Compensation for the increased Costs of conveying Prisoners and their Keepers to and from the intended new Prison; and such annual Sum shall be deemed in the Nature of a Rentcharge payable out of the said Railway, and shall be recoverable as such, and shall be payable half-

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half-yearly, and commence from the Day inclusive of the Removal of the Prisoners from the present Prison.

Expense of removing Prisoners.

LXXXV. That in the event of the Company taking the said Prison in manner aforesaid, they shall at all Times, and without Charge, allow free Access at all or any of the Stations on their Line of Railway for the Prisoners and their Keepers from Time to Time going to or returning from the intended new Prison, and shall convey and procure to be conveyed all such Prisoners and their Keepers free of Expense along their said Line of Railway, in separate Carriages to be provided by the Company for the Purpose, such Carriages to be approved of by the Visiting Justices.

Company to convey Prisoners along their Line free of Expense:

LXXXVI. That the Company shall, at their own Expense, deduce a good Title to the Land to be conveyed, as herein-before provided, to or for the Benefit of the Justices of the Peace of the County of *Middlesex*, and shall bear, pay, and discharge all the Parliamentary, Law, and other proper Costs, Charges, and Expenses of the said Justices of and incident and preparatory to the negotiating and carrying out the Provisions, so far as relates to the said Justices, in this Act contained.

Company to deduce good Title to the Land for new Prison, and to pay the Costs of the Justices.

LXXXVII. That, in addition to the Land hereby authorized to be purchased by the Company for extraordinary Purposes, it shall be lawful for the Company to purchase Land for the Purposes of the said new Prison, and the Land so to be purchased, or any Part thereof, may be conveyed either to the Company, or to the Justices of the Peace for the County of *Middlesex*, or to a Trustee or Trustees on their Behalf; and such Land shall, for the Purposes of the Purchase, Sale, and Conveyance thereof, be deemed to be Land taken for extraordinary Purposes under this Act.

Company may purchase Land for new Prison.

LXXXVIII. That, until a new Prison shall have been provided as herein-before required, it shall not be lawful for the Company to borrow any Money under the Powers of this Act, except for the Purpose of building such new Prison, and acquiring the Land necessary for the Purposes thereof.

Company not to borrow Money, except for building new Prison, until new Prison built.

LXXXIX. That with respect to the Lands in the Parish of *Saint Pancras*, numbered respectively 93 to 99, both inclusive, on the deposited Plans, the Company shall not, except by Agreement, purchase or take any Right or Interest in or to those Lands, other than an Easement of making, by Excavation or otherwise, and of maintaining such a Tunnel or Tunnels, Sewers, and other Works, in and under those Lands, and of making, maintaining, and working the Railway in such Tunnel or Tunnels, as shall be requisite for the Purposes of the Railway,

Company not to take any Right to certain Lands numbered on the Plans, except for maintaining Tunnels, Sewers, &c.

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Railway, and a Right of having the Soil for Six Inches above the upper Surface of the Brick, Stone, or Iron Work of such Tunnel or Tunnels at all Times undisturbed; and shall not, except by Agreement, for any Purpose whatsoever, whether temporary or permanent, or above or below the Surface, use or enter upon any greater Width of those Lands, measured square across the Line of the intended Railway, than Seventy Feet, and no Part of such Width shall be at any Point in those Lands more than Thirty-five Feet to the Westward of the Centre Line of the intended Railway as shown on the deposited Plans; and the Company shall not, except by Agreement, at any Time, for any Purpose, or in any Manner, except only as far as shall be necessary for the Enjoyment of such Easement, interfere with the free and uninterrupted User and Enjoyment by the Owners, Lessees, or Occupiers thereof of any of those Lands.

Company to execute Works under certain Lands so as to bear the Weight of One Ton on every Square Foot.

XC. That the Company shall execute the Railway Works in, through, and under the Lands in the Parish of *Saint Pancras* numbered respectively 93 to 99, both inclusive, on the deposited Plans, so as when completed to bear the Weight of at least One Ton on every Square Foot, and shall, immediately after the Completion of their Works in and under those Lands, restore the Surface thereof to their present Level and Condition, Buildings excepted, and as regards the Roads numbered respectively 93, 94, and 99, properly metalled and paved as at present, and shall so leave the same for the Use of the several Persons now entitled to the User thereof.

Company to complete Works in St. Pancras within a limited Time.

XCI. That the Company shall complete all their Operations upon or under any Part of the Lands in the Parish of *Saint Pancras* numbered respectively 93 to 96, both inclusive, on the deposited Plans, and upon and under that Part of the Land in the same Parish numbered 97 thereon, which lies North of a Line drawn at Right Angles to the Line of the intended Railway, through the Westernmost Corner of the same Land, and shall remove all Materials and Fencing, and shall restore the Surface thereof, except as regards Buildings thereon, to as nearly as may be its original Condition, within Four Calendar Months after the Time at which they first interfere with the Surface of any Part of those Lands, and shall complete all their Operations upon or under any Part of the Lands in that Parish numbered respectively 98 and 99 on those Plans, and upon and under that Part of the Land in that Parish, numbered 97 thereon, which lies South of the before-mentioned Line, and shall remove all Materials and Fencing, and shall restore the Surface thereof, except as regards Buildings thereon, to as nearly as may be its original Condition, within Four Calendar Months after the Time at which they first interfere with the Surface of any Part of those Lands, and shall not use or enter upon such Southern Part of the Land numbered 97, nor upon any

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any Part of those Lands numbered respectively 98 and 99, until they have completed all their Works and removed all Materials and Fencing in, upon, and from those Lands numbered respectively 93 to 96, both inclusive, and in, upon, and from the before-mentioned Northern Part of the Land numbered 97, and have so restored the Surface thereof.

XCII. That nothing in this Act contained shall authorize the Company to take or use any of the Lands belonging to the Governors of *Christ's Hospital*, in the Parishes of *Saint Botolph Without, Aldersgate Street*, and *Christchurch, Newgate Street*, both in the City of *London*, and numbered respectively 19, 20, 21, 22, 24, 24A, and 74, in the said Parish of *Saint Botolph Without, Aldersgate Street*, and Nos. 1, 2, and 3, in the said Parish of *Christchurch, Newgate Street*, on the deposited Plans, without the Consent in Writing of the said Governors first had and obtained; nor shall the Company, in the Execution of any of the Powers of this Act, diminish the Width of the Street called *Little Britain*, and the other Approaches to the said Hospital, numbered 23 and 74 in the said Parish of *Saint Botolph Without, Aldersgate Street*, or otherwise permanently interfere with the Access to the said Hospital in *Little Britain* aforesaid, as it now is; nor shall any of the Buildings of the said Company be erected within Thirty Feet of the Boundary Line of the said Hospital Buildings extending from *Newgate Street* through *Little Britain* aforesaid.

Nothing to authorize Company to take or use certain Lands belonging to Christ's Hospital.

XCIII. That nothing whatever contained in this Act or in any of the Acts herein referred to, shall extend to authorize the said Company to enter upon, purchase, take, use, or otherwise interfere with any Land, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to the Mayor, Commonalty, and Citizens of the City of *London*, Governors of the House of the Poor commonly called *Saint Bartholomew's Hospital*, near *West Smithfield, London*, of the Foundation of King *Henry* the Eighth, without the Consent of the said Governors first had and obtained for that Purpose; and it shall not be lawful to make or construct, or commence to make or construct, any Portion of the said Railway or Works hereby or by any of the Acts herein referred to authorized within the Distance of Fifteen Yards of any of the Buildings now occupied by the said Governors for the Purposes of the said Hospital, or in connexion therewith, or by their Officers, without the like Consent of the said Governors first had and obtained.

Nothing to authorize Company to interfere with St. Bartholomew's Hospital without Consent.

XCIV. That it shall be lawful, subject to the Provisions of this Act, for the Company hereby incorporated to make any Contracts or Arrangements with the Mayor and Commonalty and Citizens of the City of *London*, in reference to the Sale and Purchase of Lands,
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 Company may enter into Contracts with the Corporation in their

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own Right,
or under
14 & 15 Vict.
c. cxx.

and the Construction and carrying out of the said Railway and Works, and for the Transfer for that Purpose to the Company of any Land held by the said Mayor and Commonalty and Citizens, either in their own Right, or as Trustees or Commissioners under an Act passed in the Fourteenth and Fifteenth Years of Her present Majesty, intituled *An Act for enabling the Mayor and Commonalty and Citizens of the City of London to complete the Improvements authorized to be made by the Clerkenwell Improvement Commissioners, and for amending the Acts relating to such Improvements.*

As to Pur-
chase of Bu-
rial Grounds
of Saint Se-
pulchre and
Saint Bot-
olph, Ald-
ersgate
Street.

XCV. That it shall be lawful for the Company, with the Consent in Writing of the Lord Bishop of *London* for the Time being, to make any Contract with the Parties interested, which they are hereby empowered to enter into, for using and appropriating the Burial Grounds of *Saint Sepulchre* and *Saint Botolph, Aldersgate Street*, or Part or Parts thereof, and of all other Burial Grounds consecrated according to the Rites of the Established Church of *England* and *Ireland*, on or near the Site of the said intended Railway and Works within the Limits shown on the said Plans and described in the Books of Reference thereto; and that it shall be lawful for the respective Parties interested in such Burial Grounds, with such Consent as aforesaid, to enter into and carry into effect any Agreements or Arrangements with the Company in reference thereto.

Application
of Purchase
Money of
Burial
Grounds and
Churches.

XCVI. That the Purchase Moneys for the said several Burial Grounds shall be paid to such Person or Persons as the Bishop of *London* for the Time being shall by Writing appoint, whose Receipt shall be a sufficient Discharge for the same, and to be paid and applied by such Person or Persons for the Benefit of the respective Parishes and the Incumbents of the said Parishes, in such Proportions and in such Manner as the said Bishop shall from Time to Time by Writing direct and appoint.

As to Re-
moval of
Bodies from
Burial
Grounds.

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

XCVIII. That

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

Graves to be disturbed as little as possible.

XCIX. That it shall be lawful for the Company to purchase for extraordinary Purposes any Quantity of Land not exceeding Twenty Acres.

Lands for extraordinary Purposes.

C. That the Powers of the Company for the compulsory Purchase of Lands required for the Purposes of so much of the Works by this Act authorized as were also authorized by the said repealed Act shall not be exercised after the Expiration of Three Years from the Period of the passing of the said Act; and the Powers of the said Company for the compulsory Purchase of Lands required for the Purposes of the Works by this Act authorized, and which were not authorized by the said recited Act, shall not be exercised after the Expiration of Three Years from the passing of this Act.

Powers for compulsory Purchase of Lands limited.

CI. That the Railways authorized by the said repealed Act shall be completed within Five Years from the Period of the passing of such Act, and the Railways by this Act authorized to be made shall be completed within Seven Years from the passing of this Act; and all the Powers by this Act, or by the Acts incorporated herewith, or any of them, granted to the Company for executing the said Railways, or otherwise in relation thereto, shall, on the Expiration of such of the said Periods by which any of the said Railways ought to be completed, pursuant to the Provisions of this Act, cease to be exercised as to the

Limit of Time for Completion of Works.

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the Railway which ought to have been completed by such Period, except as to so much of the said Railway as shall be then completed.

Money deposited pursuant to Standing Orders, in respect of Application for 16 & 17 Vict. c. clxxxvi. not to be transferred, except upon Execution of Bonds, &c.

CII. 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 Twenty-two thousand five hundred Pounds, being One Tenth Part of Three Fourths of the Amount of the Estimate of the Expense of the Railway authorized by the said recited "*North Metropolitan Railway Act, 1853,*" has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for the said recited "*North Metropolitan Railway Act, 1853:*" Be it enacted, That, notwithstanding anything contained in the said recited Act of the Ninth Year of Her present Majesty, the said Sum of Twenty-two thousand five hundred Pounds so deposited as aforesaid in respect of the Application for the said recited "*North Metropolitan Railway Act, 1853,*" or the Interest or Dividends of such Sum of Money, 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 respect of the said recited "*North Metropolitan Railway Act, 1853,*" or the Survivors or Survivor of them, unless the said Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway authorized to be made by the *North Metropolitan Railway Act, 1853,* either open the said Railway 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 said Company have paid up One Half of the Amount of the Capital by the said recited "*North Metropolitan Railway Act, 1853,*" authorized to be raised by means of Shares, and have expended for the Purposes of the Railway therein mentioned a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the said Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money 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 if at any Time after the passing of the said recited "*North Metropolitan Railway Act, 1853,*" or of this Act, a Bond in twice the Amount of the said Sum of Twenty-two thousand five hundred Pounds shall have been executed by the said Company, with
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One or more 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 Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Twenty-two thousand five hundred Pounds if the said Company shall not, within the Time limited for the Completion of the said Railway authorized by the "*North Metropolitan Railway Act, 1853,*" either open the said Railway 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 said Capital by the said recited "*North Metropolitan Railway Act, 1853,*" authorized to be raised by means of Shares, and have expended for the Purposes of the said Act a Sum equal in Amount to such One Half of the said Capital; and if such Bond shall have been deposited with the said 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 the said recited "*North Metropolitan Railway Act, 1853,*" or of this Act having passed, anything in the said recited Act of the Ninth Year of Her present Majesty to the contrary notwithstanding; and the Moneys 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 the said "*North Metropolitan Railway Act, 1853,*" and of 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.

CIII. And whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Forty-eight thousand seven hundred and fifty Pounds (being One Tenth of Three Fourths of the Amount of the Estimate of the Expense of the Extensions of the Railway authorized by this Act) has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Forty-eight thousand seven hundred and fifty Pounds so deposited as aforesaid in respect of the Application for the Extensions of the Railway authorized by this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after men-

Money deposited pursuant to Standing Orders not to be transferred, except on execution of Bond, &c.

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tioned, 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 said Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Extension Railways hereby authorized to be made, either open the said Extension 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 authorized to be raised by this Act by means of Shares for the Purposes of the said Extension Railways, 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 said Company shall either have opened the said Extension 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 said Sum of Money 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 said Sum of Forty-eight thousand seven hundred and fifty Pounds shall have been executed by the said Company, with One or more 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 said Sum of Forty-eight thousand seven hundred and fifty Pounds if the said Company shall not, within the Time limited for the Completion of the said Extension Railway, either open the said Extension Railway 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 said Capital by this Act authorized to be raised by means of Shares for the Purposes of the Extension Railway, 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 said 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

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anything in the said recited Act to the contrary notwithstanding; and the Moneys to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividend 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.

CIV. That nothing in this Act contained shall extend or be deemed or construed to extend to enable the said Company to execute any Work or do any Act which may interfere with or affect any Sewer, Drain, Watercourse, Weir, Dam, Bank, Pipe, Conduit, Sink, Sluice, Penstock, or Work within the Jurisdiction or subject to the Survey, Order, or Control of the Metropolitan Commissioners of Sewers, or their Successors now made or existing, or hereafter to be made or to exist, without the Consent in Writing of the said Commissioners or their Successors first had and obtained, or to prevent the said Commissioners or their Successors from executing and carrying out any Works ordered or hereafter to be ordered by them or either of them, as freely, fully, and effectually as if this Act had not been passed; and where any Work to be done under the Powers of this Act shall or may pass under, over, or near to, or in such a Direction or Manner as to interfere with, any such Sewer, Drain, Watercourse, Weir, Dam, Bank, Pipe, Conduit, Sink, Sluice, Penstock, or Work, the said Company shall not commence such Work until they shall have given to the Metropolitan Commissioners of Sewers, or their Successors, Ten Days previous Notice in Writing of their Intention to execute such Work, accompanied by a Plan and Section, showing the Course, Depth, Inclinations, and other necessary Particulars thereon, and until the said Commissioners or their Successors shall have signified their Approval of the same, unless the said Commissioners do not signify their Approval, Disapproval, or other Directions, within Ten Days after Service of the said Notice, Plan, and Sections upon the Secretary of the said Commissioners or their principal Clerk for the Time being; and the said Company shall comply with and conform to the Orders, Directions, and Regulations of the said Commissioners and their Successors in the Execution of the said Works; and where by reason of the Execution of any Works or the doing of any Acts by the said Company, it shall become necessary to alter, divert, reconstruct, or otherwise interfere with any Works of or under or subject to the said Commissioners or their Successors, the said Company shall execute at their own Costs and Expense all such Works as shall become necessary thereby, subject to the Control, Superintendence, and

Works affecting Sewers to be made under Superintendence of Commissioners of Sewers.

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and Direction of the said Commissioners and their Successors, and shall save harmless and keep indemnified the said Commissioners and their Successors against any Expenses consequent upon any such Alteration, Diversion, Reconstruction, Interference; and all new, altered, or substituted Works shall be as fully and effectually under the Control of the said Commissioners and their Successors as any other Works under their Control; 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 their Successors, but that all such Rights, Powers, and Authorities shall be as good, valid, and effectual as if this Act had not been passed.

Works affecting Sewers in the City of London to be under Superintendence of Commissioners of Sewers of the City of London.

CV. That nothing in this Act contained shall extend, or be deemed or construed to extend, to enable the Company to execute any Work or do any Act which may interfere with or affect any Sewer, Drain, Watercourse, Weir, Dam, Bank, Pipe, Conduit, Sink, Sluice, Penstock, or Work within the Jurisdiction, or subject to the Survey, Order, or Control of the Commissioners of Sewers of the City of *London*, or their Successors, without the Consent in Writing of the said Commissioners or their Successors first had and obtained, or to prevent the said Commissioners or their Successors from executing and carrying out any Works ordered or hereafter to be ordered by them, or either of them, as freely, fully, and effectually as if this Act had not been passed; and where any Work to be done under the Powers of this Act shall or may pass under, over, or near to, or in such a Direction or Manner as to interfere with any such Sewer, Drain, Watercourse, Weir, Dam, Bank, Pipe, Conduit, Sink, Sluice, Penstock or Work, the said Company shall not commence such Work until they shall have given to the Commissioners of Sewers of the City of *London*, or their Successors, Ten Days previous Notice in Writing of their Intention to execute such Work, accompanied by a Plan and Section, showing the Course, Depth, Inclinations, and other necessary Particulars thereon, and until the said Commissioners or their Successors shall have signified their Approval of the same, unless the said Commissioners do not signify their Approval, Disapproval, or other Directions within Ten Days after Service of the said Notice, Plan, and Sections, upon the Principal Clerk of the said Commissioners for the Time being, and the said Company shall comply with and conform to the Orders, Directions, and Regulations of the said Commissioners and their Successors in the Execution of the said Works; and where, by reason of the Execution of any Works or the doing of any Acts by the Company, it shall become necessary to alter, divert, reconstruct, or otherwise interfere with any Works, except Pavements, of or under or subject to the said Commissioners or their Successors, the Company shall execute at their own Expense all such Works as shall

The Metropolitan Railway Act, 1854.

shall become necessary thereby to the entire Satisfaction and under the sole Direction of and in such Manner as shall be required by the said Commissioners and their Successors, and shall save harmless and keep indemnified the said Commissioners and their Successors against any Expenses consequent upon any such Alteration, Diversion, Reconstruction, or Interference; and all new, altered, or substituted Works shall be as fully and effectually under the Control of the said Commissioners and their Successors as any other Works under their Control; 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 their Successors, but that all such Rights, Powers, and Authorities shall be as good, valid, and effectual as if this Act had not been passed.

CVI. And whereas in the Execution of the Works by this Act authorized the Mains, Pipes, Syphons, Plugs, and other Works belonging respectively to the Company of Proprietors of the *West Middlesex Waterworks*, the *New River Company*, the *Grand Junction Waterworks Company*, the *Imperial Gaslight and Coke Company*, the *London Gaslight Company*, the *City of London Gaslight and Coke Company*, the *Chartered Gaslight and Coke Company*, the *Great Central Gas Consumers Company*, the *Western Gaslight Company*, and the *Equitable Gaslight Company*, may be intersected or otherwise interfered with, and it is expedient that such Companies respectively should have full Control over the Execution of all Works in any way affecting the Supply by them of Water or Gas, so as effectually to provide against the Supply thereof being impeded: Therefore all Works, Matters, or Things which under the Provisions of "The Railways Clauses Consolidation Act, 1845," or this Act, the Railway Company may be empowered or required to do or execute with reference to the Mains, Pipes, Syphons, Plugs, or other Works of such Water and Gas Companies respectively, shall be done and executed by and at the Cost of the Railway Company, but to the entire Satisfaction and under the sole Direction of, and in such Manner as shall be required by, the Engineer for the Time being of the Company to whom such Mains, Pipes, Syphons, Plugs, and other Works shall belong; 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 Companies to whom such Mains, Pipes, Syphons, Plugs, and other Works shall respectively belong.

All Works connected with certain Water and Gas Companies to be executed to Satisfaction of their Engineers.

CVII. That if any Interruption whatsoever in the Supply of Water or Gas by the said several Companies, or any or either of them, shall be in any way occasioned by the said Railway Company, or by the

Penalty for interrupting the Supply of Water or Gas.

[Local.]

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Act

The Metropolitan Railway Act, 1854.

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 said Railway Company shall forfeit and pay to such of the said Companies whose Supply shall have been so interrupted, for the Use and Benefit of such Company, the Sum of Fifty Pounds for every Hour during which such Interruption shall continue, such Sum to be recovered by such Company in any Court of competent Jurisdiction.

The Water and Gas Companies empowered to lay and repair Pipes on Lands of Railway Company.

CVIII. That it shall be lawful for the said several Water and Gas Companies, and their respective Engineers, Workmen, and others in their respective Employment, at all Times when it may be necessary, to enter upon the Railway, Lands, and Premises of the Railway Company for the Purpose of laying and to lay any Mains or Pipes under or over the said Railway, Lands, Works, and Premises, or any Part thereof, 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 such Mains or Pipes under or over the same Railway, Lands, and Premises: Provided always, that in so doing the said several Water and Gas Companies, or any or either of them, shall not interrupt the Traffic passing on the said Railway in any Manner for any longer Period than may be absolutely necessary: Provided also, that 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 said Railway 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 said last-mentioned Company, and may be recovered against them by the said several Water and Gas Companies respectively in any Court of competent Jurisdiction.

Repairs of Waterpipes, &c. to be borne by Railway Companies in certain Cases.

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

CIX. That the said Company shall, before giving such Notice of their Intention to break up any Road, Street, Carriage or Foot Way, or to open any Gully or Drain, or to commence the Construction of any Part of the said Railway or Works within the Parish of *Paddington* in the County of *Middlesex* as herein-after mentioned, give to the Vestry of the said Parish of *Paddington* or their Clerk a Bond under the Common Seal of the said Company, in the penal Sum of Ten thousand Pounds, conditioned for the Payment of the Penalties which may be incurred by the said Company, and the Costs, Charges, and Expenses to which the said Vestry of *Paddington* may be subjected by the Nonobservance and Nonperformance by the said Company of all and singular the Clauses, Conditions, Agreements, Matters, and Things herein contained concerning the said Parish of *Paddington*.

CX. That

The Metropolitan Railway Act, 1854.

CX. That any Sum of Money which may be expended, or Costs, Charges, and Expenses which may be incurred by the said Vestry of the Parish of *Paddington*, in paving or making good any Road, Street, Gully, Footway, or Drain within the said Parish of *Paddington*, or maintained by or under the Control of the said Vestry, or otherwise, by reason of the said Road, Street, Footway, Gully, or Drain having been broken up, opened, or damaged by or for the Purposes of the said Company, or any other Sum of Money recoverable or to be recovered by the said Vestry of *Paddington* as aforesaid, or under this Act, may be recoverable, with all Costs, Charges, and Expenses attending the Proceedings for the Recovery of the same, either by suing on the said Bond so to be given as aforesaid, or by Summons before and Adjudication of any Justice of the Peace for the County of *Middlesex*.

Mode of recovering Money from the Company.

CXI. That if any Sum which shall be adjudged by any Justice of the Peace to be payable by the Company, with the Costs, Charges, and Expenses allowed by such Justice, shall not be paid within Seven Days after Demand made on the Secretary of the Company at the principal Office of the Company, it shall be lawful for any such Justice to issue a Warrant of Distress; and such Sum so adjudged, and Costs, Charges, and Expenses, and all subsequent Costs, Charges, and Expenses, shall be levied by Distress and Sale of the Goods and Chattels of the said Company; and the Surplus arising from the Sale of such Goods and Chattels, after satisfying such Sum of Money and Costs, and the Expenses of the Distress and Sale, shall be returned, on Demand, to the said Company.

Distress upon Goods of Company.

CXII. That before the Company shall break up any Part of any Road, Street, Carriage or Foot Way, or open any Gully or Drain, or commence the Construction of any Part of the said Railway or Works within the said Parish of *Paddington*, or under their Control, they shall give to the said Vestry, or to their Clerk, Notice in Writing of their Intention to break up or open such Road, Street, Carriage or Foot Way, Gully or Drain, or to commence the Construction of such Part of such 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.

Fourteen Days Notice to be given to the Surveyor of the Parish of *Paddington*.

CXIII. That such Notice shall be given by delivering the same personally to the Clerk to the said Vestry of the said Parish of *Paddington*, or by leaving the same at his Office, and shall specify the Part of the said Road, Street, Carriage or Foot Way, or the Position of the said Gully or Drain, in the said Parish of *Paddington*, or under the Control of the said Vestry, intended to be broken up or opened,

Mode of giving Notice.

The Metropolitan Railway Act, 1854.

opened, not exceeding One hundred Yards Run: Provided always, that no more than One hundred Yards Run of any Road, Street, Carriage or Foot Way, Gully or Drain, within the said Parish, or under the Control of the said Vestry, shall be or continue broken up or opened at any one Time, and not more than Three hundred Cubic Yards of Subsoil or Road Material shall be placed or left upon any of the Roads or Streets at any one Time, and if any Thoroughfare for Carriages or other Vehicles crossing the Road, Street, or Carriage-way so broken up, shall be obstructed by means thereof, then and in such Case no more than Fifty Yards Run shall be or continue broken up at any one Time without the Consent of the Vestry, or their Clerk or Surveyor.

Works to be executed under Superintendence.

CXIV. That no such Road, Street, Carriage or Foot Way, or such Gully or Drain, within the said Parish of *Paddington*, or maintained by or under the Control of the said Vestry, shall be broken up or opened, except under the Superintendence of the said Vestry, or their Surveyor: Provided always, that if the said Vestry of *Paddington*, or their 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 such Gully or Drain, 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 Vestry or their Surveyor.

Works causing Diversion of Traffic in *Paddington* to be approved by Surveyor.

CXV. That before the Company shall commence any Works in the Parish of *Paddington* which shall cause any Diversion of the Foot or Carriage Way, or which shall cause any Obstruction or Inconvenience to the Traffic or passing of Foot Passengers, Carriages, Horses, Cattle, or Vehicles in such Parish, or in any Road under the Control of and maintained by the said Vestry of the said Parish of *Paddington*, such Obstruction, Diversion, or Inconvenience shall be approved of by the said Vestry or their Surveyor, and the said Company shall, before commencing any such Works, at their own Expense make temporary Bridges for the Passage of such Foot Passengers, Carriages, Horses, Cattle, or Vehicles at all such Places as the Clerk or Surveyor of the said Vestry shall in Writing require: Provided that in case of any Difference respecting such Diversion, Obstruction, or Inconvenience, or the Dimensions or Insufficiency of the said Bridges, the same shall be determined by Arbitration, agreeably to the Provisions of "The Railways Clauses Consolidation Act, 1845."

As to Restoration of Gullies, Drains, &c.,

CXVI. That when the Company shall break up or open or cause any Damage to any Gully or Drain within the said Parish of *Paddington*, for the Purpose of constructing the said Railway, they shall, within

The Metropolitan Railway Act, 1854.

within Three Months after the same shall have been broken up, opened, or damaged, complete the Work for which the same shall have been broken up, opened, or damaged, and shall, within the aforesaid Term of Three Months, reinstate and make good the Gully or Drain so broken up, opened, or damaged, at their own Expense, in such Manner and with such proper Materials as the said Vestry of *Paddington* or their Surveyor shall deem necessary, to their or his Satisfaction and Approval, and the Company shall forthwith clear and carry away the Rubbish occasioned thereby.

after being broken up, &c.

CXVII. That the said Company shall, within Three Months after any Part of any Road or Street within the said Parish of *Paddington*, or maintained by or under the Control of the Vestry thereof, shall have been first broken up, replace the Subsoil excavated, and fill up and restore in a well-rammed and workmanlike Manner, and to the Satisfaction of the said Vestry of *Paddington* or their Surveyor, the Roadway of such Portion of the said Roads or Streets as shall be so broken up, and the Footways thereof, to their former State and Condition; and the said Company shall also, at their own Expense, keep and maintain the said Roads, Streets, and Footways in good and substantial Repair in every respect to the Satisfaction of the said Vestry of *Paddington* or their Surveyor for Three Years next after the same shall have been so restored as aforesaid.

As to Restoration of Roads and Streets, after being broken up, &c.

CXVIII. That the Company shall at their own Expense at all Times whilst any such Road, Street, Carriage or Foot Way, Gully or Drain, within the said Parish of *Paddington*, or maintained by or under the Control of the said Vestry of *Paddington*, shall be so 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 or Foot Way, Gully or Drain, shall be continued so broken up, opened, or damaged, and shall, after replacing and making good the said Road, Street, Carriage or Foot Way, Gully or Drain, which shall have been so broken up, opened, or damaged, keep the same in good and substantial Repair, to the Satisfaction of the said Vestry of *Paddington* or their Surveyor for Three Years next thereafter.

Roads, &c., to be guarded and lighted during construction of Works.

CXIX. That the said Company shall, in case the Vestry of the said Parish of *Paddington* shall incur any extra Expense in the Repairs of the Roads or Streets under their Superintendence and Control by reason of and during the Construction of the Works of the said Company make full Compensation in respect of any extra Expense which may be so incurred by them, the Amount of such extra Expense, in case of Dispute about the same, to be settled by Arbitration as aforesaid.

Company to pay extra Expense of repairing Roads.

[*Local.*]

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CXX. That

The Metropolitan Railway Act, 1854.

Company to
construct
temporary
Works for
Traffic, Gas,
and Water
Service.

CXX. That the said Company shall make and during the Construction of their Works maintain all such temporary Footways, Works, and Conveniences as shall be necessary for the safe and commodious Ingress and Egress to and from the Houses on the Line of the Works of the Company in the said Parish of *Paddington*, and for the Preservation and Continuance of an uninterrupted Supply of Gas and Water to the said Houses, and to the Roads and Streets, and shall make good all Damage or Injury done to Railings, Vaults, Boundary Stones, Posts, Pillars, Walls, and all other private Property: Provided, that in case of any Difference respecting the Kind or Number of any such Footways, Works, or Conveniences, or the Dimensions or Sufficiency thereof, the same shall be determined by Arbitration, agreeably to the Provisions of "The Railways Clauses Consolidation Act, 1845."

Alteration of
Roadway
and Supply of
Water.

CXXI. That in case the Company, in the Construction of their Works, shall, in the Opinion of the Surveyor to the Vestry of *Paddington*, interrupt or interfere with the Supply of Water for watering the Streets in the Parish of *Paddington*, it shall be lawful for the said Surveyor to the Vestry of the said Parish to obtain from the *West Middlesex* Waterworks Company, or some other Company incorporated for the Supply of Water to the Inhabitants of the said Parish of *Paddington*, a Supply of Water equal to any Deficiency in the present Supply occasioned by such Interruption or Interference; and the said Company shall make Compensation to the said Vestry of *Paddington* for any Damage arising to the said Parish of *Paddington* from such Interruption or Interference, and for the Expense which they may incur in obtaining such Supply of Water as last aforesaid, such Damage and Expense to be ascertained and certified by such Surveyor to the Vestry of *Paddington*: Provided that, in case any Difference shall arise as to such Interruption, Interference, Damage, or Expense, or the Amount to be paid in respect thereof, the same shall be settled by Arbitration as aforesaid.

In case of
Delay or
Omission
Vestry may
reinstate and
recover Ex-
pense from
Company.

CXXII. That if any 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 said Parish of *Paddington*, or under the Control of and maintained by the said Vestry thereof as required by this Act, the said Vestry may cause the Work so delayed or omitted to be done to be executed, and the Expense of executing the same shall be repaid to the said Vestry, and such Expense may be recovered from the said Company under and by virtue of the Powers and Provisions herein contained.

As to Deposit
of Subsoil
from Parish
of *Padding-
ton*.

CXXIII. That the said Company shall, at their own Expense, deposit the Subsoil excavated, and the Materials of such Road, Street, Carriage or Foot Way, Gully or Drain, broken up or opened within the
said

The Metropolitan Railway Act, 1854.

said Parish of *Paddington*, 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 of *Paddington*, and, if deposited within the said Parish of *Paddington*, at such Place or Places only as the said Surveyor to the Vestry of the said Parish of *Paddington* shall approve.

CXXIV. That the said Company shall not, without the Permission in Writing of the Vestry of *Paddington* signed by their Clerk, erect or place for Public Use any Station for Passengers or Goods within One hundred Yards of any Church within the said Parish of *Paddington*.

No Station to be erected within 100 Yards of the Churches.

CXXV. That all stationary Engines which shall be erected by the Company within the said Parish of *Paddington* shall be made to consume their own Smoke; and in case at any Time any Engine shall not consume its own Smoke, the same shall be deemed a Common Nuisance, and the Company may be indicted in respect thereof according to the Laws in regard to Common Nuisances; and at any Time after such Offence such Engine and the Chimney Shaft thereof, and the Buildings in which the same is contained, may be abated as a Common Nuisance; and the Company shall pay a Penalty not exceeding Twenty Pounds for every Occasion on which any such Engine shall not consume its own Smoke, but only One Penalty shall be payable for any One Day.

All stationary Engines to consume their own Smoke.

CXXVI. That the Chimney Shafts of all Engines erected by the Company within the said Parish of *Paddington* shall be made of such Height (not exceeding One hundred Feet) and of such ornamental Elevation as shall be approved of in Writing by the Architect for the Time being of the said Vestry of *Paddington*, and the Company shall pay a Penalty not exceeding Twenty Pounds for every Day in which they shall use any Chimney Shaft not approved of as aforesaid: Provided that, in case of any Difference respecting the Height or ornamental Elevation of such Chimney, the same shall be determined by Arbitration as aforesaid.

Chimney Shafts to be of a certain Height and ornamental Elevation.

CXXVII. That if the Company shall break up or open any Road, Street, Carriage or Foot Way, Gully or Drain, within the said Parish of *Paddington*, or maintained by or under the Control of the said Vestry, without giving such Notice as aforesaid, or in a Manner different from that which shall have been approved of or determined upon as aforesaid, or without making such temporary or other Works as aforesaid when required so to do, or shall fail to complete the Works within the Time specified as aforesaid, or shall fail to carry out any of the Provisions herein-before contained, or if the Company shall make any unnecessary Delay in completing any such Work or filling in the Ground or reinstating

Penalty on Company for neglecting to make good Roads, &c.

The Metropolitan Railway Act, 1854.

reinstating and making good the Road, Street, Carriage or Foot Way, Gully or Drain, so broken up, opened, or damaged in manner aforesaid, or in carrying away the Rubbish occasioned thereby, or if the Company neglect to cause the Place where such Road, Street, Carriage or Foot Way, Gully or Drain, has been broken up, opened, or damaged, to be fenced, guarded, lighted, and watched, or neglect to keep the said Road, Street, Carriage or Foot Way, Gully or Drain, in repair for the Space of Three Years next after the same is made good, the Company shall forfeit and pay to the said Vestry of *Paddington* or their Clerk a Sum of Fifty Pounds for every such Offence, and an additional Sum of Twenty Pounds for each Day during which any such Offence shall continue after they shall have received Notice thereof in Writing from the Vestry Clerk of the said Parish of *Paddington*, and such Penalties may be recovered before any Justice of the Peace acting for the County of *Middlesex*.

Metropolitan
Paving Act
in part ap-
plicable.

CXXVIII. That, for all the Purposes of this Act, the said Parish of *Paddington* shall be held to form Part of the District to which the Act of the Fifty-seventh Year of King *George* the Third herein-after mentioned relates; and that, anything in any of the Acts herein-before incorporated with this Act contained to the contrary notwithstanding, the Company shall, after Completion of their Works, be subject to the several Clauses of the said Act of the Fifty-seventh *George* the Third referring to Water or Gas Companies, after the Completion of their Works, in like Manner as if such Clauses referring to Water and Gas Companies referred to Railway Companies; also, that the Vestry of *Paddington* shall, upon Demand, send to the Office of the Company the Name of their Surveyor for the Time being, and such Surveyor shall be the Surveyor of the Vestry of *Paddington* for the Purposes of the aforesaid Provisions.

Nothing to
affect Pro-
visions of
5 G. 4.
c. cxxvi.

CXXIX. That, except as herein expressly provided, nothing contained in this Act shall abrogate, lessen, or abridge, or be held to abrogate, lessen, or abridge, an Act of the Fifth Year of King *George* the Fourth, Chapter One hundred and twenty-six (Local), for the Management of the said Parish of *Paddington*, or any of the Powers, Fines, Forfeitures, Penalties, Restrictions, and Enactments therein contained, but the same respectively shall remain and be in full force as if this Act had not been passed.

Deposit of
Money be-
fore breaking
up Roads in
Saint Mary-
lebone
Parish.

CXXX. That the said Company shall, before proceeding to break up any Road or Street within the Parish of *Saint Marylebone* in the County of *Middlesex*, pay to the Treasurer of the Vestry of *Saint Marylebone* the Sum of Sixteen thousand Pounds as and by way of Deposit on account of the Sum which the said Company will ultimately have or be liable to pay for or towards the Expense of paying the
Portion

The Metropolitan Railway Act, 1854.

Portion of the Road known as the *New Road* within the said Parish, and the Footways thereof, which are to be repaved as herein-after provided, and which Sum shall be applied by the Vestry in paving such Portion of the *New Road* and Footway accordingly.

CXXXI. That, notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the said Company shall not break up any Part of any Road or Street within the said Parish of *Saint Marylebone*, unless Seven Days Notice in Writing, specifying the Portion of the Road or Street, not exceeding Five hundred Yards Run, 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 Court House of the said Parish; and no more than Five hundred Yards of any Roadway shall be or continue broken up at any one Time.

Not to be broken up without Notice.

CXXXII. That the said Company shall deposit the Subsoil excavated, and the Materials of 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 said Parish of *Saint Marylebone*; 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; and if deposited in any other Parish, in such Place or Places only, with the Consent of the Owners, Lessees, and Occupiers thereof, as any Two Justices of the Peace acting in and for the County in which such Parish shall be situate shall approve.

As to Deposit of Subsoil.

CXXXIII. That the said Company shall make, and during the Construction of their Works maintain, all such temporary Footways, Works, and Conveniences in the Parish of *Saint Marylebone* as shall be necessary for the safe and commodious Ingress and Egress to and from the Houses on the Line of the Works of the Company in that Parish, and for the Preservation and Continuance of an uninterrupted Supply of Gas and Water to the said Houses and to the Roads and Streets, and shall make good all Damage or Injury done to Railings, Vaults, Boundary Stones, Posts, Pillars, Walls, and all other private Property in the said Parish of *Saint Marylebone*: Provided that, in case of any Difference respecting the Kind or Number of any such Footways, Works, or Conveniences, or the Dimensions or Sufficiency thereof, the same shall be determined by Arbitration, agreeably to the Provisions of "The Railways Clauses Consolidation Act, 1845;" that before the Company shall commence any Works which shall cause a Diversion of Traffic, such Diversion shall be approved of by the Surveyor to the Vestry of *Saint Marylebone*, and the Company shall make temporary Bridges for Carts, Carriages, Horses, or Foot Passengers at all such Places as the Surveyor to the said Vestry shall in Writing require.

Company to construct temporary Works for Traffic, Gas, and Water Service.

[*Local.*]

42 H

CXXXIV. That

The Metropolitan Railway Act, 1854.

As to Restoration of Roadway.

CXXXIV. That the said Company shall, within Three Calendar Months after any Portion of the *New Road* within the said Parish of *Saint Marylebone* shall have been first broken up, fill up and restore in a well-rammed and workmanlike Manner to its former Level the Roadway of such Portion of the said Road, and shall cover the upper Surface of such Portion of the Roadway so restored with a Layer of old broken, sifted, macadamized Stone or Gravel of the usual customary Size for such Purposes to the Depth of Six Inches, for the temporary Convenience of Passengers and Carriages along the said Roadway, until the same shall be paved as herein-after provided.

As to Restoration of Streets.

CXXXV. That the Company shall, within Three Months after any other Road or Street within the said Parish of *Saint Marylebone* shall have been first broken up or disturbed by them, replace and restore the said Road or Street so broken up or disturbed, to the Satisfaction of the said Surveyor to the Vestry of *Saint Marylebone*.

Penalty for not restoring Roads.

CXXXVI. That if the Company shall not, within Three Calendar Months next after any Road or Street in the said Parish of *Saint Marylebone* shall have been first broken up or disturbed, other than the said *New Road*, repave or restore such Road or Street as aforesaid, or shall not fill up and restore to its former Level in manner herein-before provided the said Portions of the said *New Road* for the temporary Use thereof by Passengers and Carriages, the said Company shall for each and every such Neglect forfeit and pay to the said Surveyor to the Vestry for the Use of the said Parish of *Saint Marylebone* a Sum of Twenty Pounds for each and every Day after the Expiration of the said Three Calendar Months during which the said Road or Street, other than the said *New Road*, shall remain unpaved and unrestored as aforesaid, or during which any Portion of the *New Road* shall remain unfilled up and unrestored in manner herein-before provided.

If Company in constructing Works interfere with Supply of Water, they shall make Compensation for Damage.

CXXXVII. That in case the Company in the Construction of their Works shall, in the Opinion of the Surveyor to the Vestry of *Saint Marylebone*, interrupt or interfere with the Supply of Water for watering the Streets in the said Parish, it shall be lawful for the said Surveyor to the Vestry to obtain from the *West Middlesex Waterworks Company*, or some other Company incorporated for the Supply of Water to the Inhabitants of the said Parish of *Saint Marylebone*, a Supply of Water equal to any Deficiency in the present Supply occasioned by such Interruption or Interference, and the said Company shall make Compensation to the said Vestry for any Damage arising to the said Parish from such Interruption or Interference, and for the Expense which they may incur in obtaining such Supply of Water as last aforesaid, such Damage and Expense to be ascertained and certified by such Surveyor to the Vestry; provided that, in case any
Difference

The Metropolitan Railway Act, 1854.

Difference shall arise as to such Interruption, Interference, Damage, or Expense, or the Amount to be paid in respect thereof, the same shall be settled by Arbitration as aforesaid.

CXXXVIII. That the said Company shall reinstate and perfect, to the Satisfaction of the said Surveyor to the Vestry of *Saint Marylebone*, 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 taken up, disturbed, or damaged.

Company to repair and reinstate Streets.

CXXXIX. That the Company shall pay all Law and other proper Charges and Expenses incurred from Time to Time by the Vestry of *Saint Marylebone* or their Surveyor, in and about the Matters hereby provided for.

Company to pay Expenses incurred by the Vestry.

CXL. That it shall be lawful for the said Vestry of *Saint Marylebone*, at any Time after the Portions of the said *New Road* which shall have been broken up by the said Company shall have been from Time to Time filled up and restored in manner herein-before provided, to cause the whole of the Road and Footway of the said *New Road* within the said Parish, from the *Edgeware Road* to *Osnaburg Street*, (notwithstanding some Portion of the Railway shall not pass under the whole of the said *New Road*,) to be paved in manner following; (that is to say,) the Roadway of such Width as the Surveyor to the Vestry may determine, with *Mount Sorel* Granite Blocks, Six Inches by Three Inches, laid on Concrete of not less than Nine Inches deep, and the Footway, also of such Width as the Surveyor to the Vestry may determine, with new Three-Inch *York* Paving with a Granite Kerb, and that the Company shall bear and pay Three Fourth Parts of the Contract Price of such paving of the Roadway which shall be accepted by the said Vestry after public Tender, but the Vestry shall not be bound to accept the lowest Tender; and the Company shall also pay Three Fourth Parts of the Expense which shall be incurred by the Vestry in keeping and maintaining the said Roadway of the *New Road* in repair for the Three Years next after the same shall have been so paved as aforesaid, and that the Company shall pay the whole of the Contract Price accepted by the Vestry aforesaid of new paving the said Footway in manner aforesaid, such Expense to be certified by the said Surveyor to the Vestry; and also the whole Expense of keeping and maintaining the said Footway in repair for Three Years next after the same shall have been so newly paved as aforesaid; and in case the Vestry shall think proper to pave the said Road and Footway otherwise than by Contract, then the Company shall

Power to Vestry of *Saint Marylebone* to cause the *New Road* to be paved, the Company paying Three Fourths of the Expense;

Also of keeping the same in Repair for Three Years.

The Metropolitan Railway Act, 1854.

shall pay according to the lowest Tender made by a Party who in the Opinion of the Vestry is a competent and responsible Person: Provided, that the said Vestry shall be at liberty from Time to Time, as the Work progresses, to apply for the several Purposes as aforesaid the said Sum of Sixteen thousand Pounds, in such Amounts as they in their Discretion shall think fit, so deposited as aforesaid, and that if the same shall prove to be less than the Three Fourths of the Contract Price payable by the Company as aforesaid, the Deficiency shall be paid by the Company to the Vestry, and if the said Sum shall prove to be more than the several Sums so payable by the Company, the said Company shall be entitled to receive from the Vestry the Surplus.

No Stations to be erected within 100 Yards of the Churches.

CXLI. That the said Company shall not, without the Permission in Writing from the Vestry of *Saint Marylebone* signed by their Clerk, erect or have or place for public Use any Station for Passengers or Goods within One hundred Yards of the Parish Church of *Saint Marylebone* or the Church of the *Holy Trinity*, within the said Parish.

Company to be subject to Provisions of 57 G. 3. c. Ivii.

CXLII. That, anything in any of the Acts herein-before incorporated with this Act contained, or in this Act contained, to the contrary notwithstanding, the Company shall after the Completion of their Works be subject to the several Clauses of the Twenty-ninth Chapter (Local) of Statute of the Fifty-seventh Year of *George the Third*, intituled *An Act for better paving, improving, and regulating the Streets of the Metropolis, and removing and preventing Nuisances and Obstructions therein*, referring to Water or Gas Companies after the Completion of their Works, in like Manner as if such Clauses referring to Water and Gas Companies referred to Railway Companies; also that the Vestry shall upon Demand send to the Office of the Company the Name of their Surveyor for the Time being and such Surveyor shall be the Surveyor of the Vestry for the Purposes of the aforesaid Provisions.

Mode of recovering Money from the Company.

CXLIII. That any Sum of Money which may be expended, or Costs, Charges, and Expenses which may be incurred by the said Vestry of *Saint Marylebone*, in paving or making good or reinstating any Road, Street, Gully, Footway, or Drain within the said Parish, or otherwise by reason of the said Road, Street, Footway, Gully, or Drain having been broken up, opened, or damaged by or for the Purposes of the said Company, or any other Sum of Money recoverable or to be recovered by the said Vestry under this Act, may at the Discretion of the said Vestry be recoverable, with all Costs attending the Proceedings for the Recovery of the same, by Summons before and Adjudication of any Justice of the Peace acting for the County of *Middlesex*.

CXLIV. That

The Metropolitan Railway Act, 1854.

CXLIV. That if any Sum as shall be adjudged to be payable by the Company, with the Costs allowed by such Justice, shall not be paid within Seven Days after Demand made on the Secretary of the Company at the principal Office of the Company, it shall be lawful for any such Justice to issue a Warrant of Distress, and such Sum so adjudged and Costs, and all subsequent Costs, shall be levied by Distress and Sale of the Goods and Chattels of the said Company, and the Surplus arising from the Sale of such Goods and Chattels, after satisfying such Sum of Money and the Expenses of the Distress and Sale, shall be returned on Demand to the said Company.

As to Distress upon Goods of Company.

CXLV. That if any 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 Marylebone*, 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 said Company under and by virtue of the Powers and Provisions herein contained.

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

CXLVI. That the said Company shall, before giving Notice of their Intention to break up any Road, Street, Carriage or Foot Way, or to open any Gully or Drain, or to commence the Construction of any Part of the said Railway or Works within the Parish of *Saint Pancras* in the County of *Middlesex* as herein-after mentioned, give to the Vestrymen of the said Parish, or their Clerk on their Behalf, a Bond under the Common Seal of the said Company in a penal Sum of Thirty thousand Pounds, conditioned for the Payment by the said Company of the Penalties which may be incurred, and the Cost, Charges, and Expenses to which the said Vestrymen of the said Parish, or the several Paving Trusts or Paving Boards within the said Parish, may be subjected by the Nonobservance and Nonperformance by the said Company of all and singular the Clauses, Conditions, and Agreements, Matters, and Things herein contained concerning the said Parish.

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

CXLVII. That any Sum of Money which may be expended, or Costs, Charges, and Expenses which may be incurred by the said Vestrymen of the said Parish of *Saint Pancras*, Paving Trusts or Paving Boards within the said Parish, or other Persons having the Control or Management of any Road, Street, Gully, Footway, or Drain within the said Parish of *Saint Pancras*, in paving or making good the same or otherwise, by reason of the said Road, Street, Footway, Gully, or Drain having been broken up, opened, or damaged by or for the Purposes of the said Company, or any other Sum of Money recoverable or to be recovered by the Persons having such Manage-

Mode of recovering Money from the Company.

The Metropolitan Railway Act, 1854.

ment or Control as aforesaid or under this Act, may be recoverable, with all Costs, Charges, and Expenses attending the Proceedings for the Recovery of the same, either by suing upon the said Bond so to be given as aforesaid, or by Summons before and Adjudication of any Justice of the Peace acting for the County of *Middlesex*.

As to Dis-
tress of
Goods of
Company.

CXLVIII. That if any Sum which shall be adjudged by any Justice of the Peace to be payable by the Company to the said Parish of *Saint Pancras*, with the Costs, Charges, and Expenses allowed by such Justice, shall not be paid within Seven Days after Demand made on the Secretary of the Company at the principal Office of the Company, it shall be lawful for any such Justice to issue a Warrant of Distress; and such Sum so adjudged, and Costs, and all subsequent Costs, Charges, and Expenses, shall be levied by Distress and Sale of the Goods and Chattels of the said Company; and the Surplus arising from the Sale of such Goods and Chattels, after satisfying such Sum of Money and Costs, and Expenses of the Distress and Sale, shall be returned on Demand to the said Company.

Fourteen
Days Notice
to be given
to Surveyors
of Parish
of Saint
Pancras.

CXLIX. That before the Company shall break up any Part of any Road, Street, Carriage or Foot Way, or open any Gully or Drain, or commence the Construction of any Part of the said Railway or Works within the said Parish of *Saint Pancras*, they shall give to the said Vestrymen of the said Parish of *Saint Pancras*, Paving Trusts or Paving Boards, or other Persons under whose Control or Management such Road, Street, Carriage or Foot Way, Gully or Drain, may be, or to their Clerk, 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, Gully or Drain, or to commence the Construction of such Part of such 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.

Mode of giv-
ing Notice.

CL. That such Notice shall be given by delivering the same personally to the Clerk to the said Vestrymen of the said Parish of *Saint Pancras*, and to such Clerk, Surveyor, or other Officer, or the Persons under whose Control or Management such Road, Street, Carriage or Foot Way, Gully or Drain, within the said Parish of *Saint Pancras* may be placed, or by leaving the same at their respective Offices, and shall specify the Part of the Road, Street, Carriage or Foot Way, or the Position of the said Gully or Drain, in the said Parish, intended to be broken up or opened, not exceeding Five hundred Yards Run.

No more
than 500
Yards Run of

CLI. Provided always, That no more than Five hundred Yards Run of any Road, Street, Carriage or Foot Way, Gully or Drain, within the

The Metropolitan Railway Act, 1854.

the said Parish of *Saint Pancras* shall be or continue broken up or opened at any one Time, and if any Thoroughfare for Carriages or other Vehicles crossing the Road, Street, or Carriageway so broken up shall be obstructed by means thereof, then and in such Case no more than Two hundred Yards Run shall be or continue broken up at any one Time without the Consent of the Parties or Persons under whose Control or Management such Road, Street, Carriage or Foot Way, Gully or Drain, may be placed, signified under the Hand of their Clerk, Surveyor, or other Officer authorized to give the same.

any Road to be taken up at One Time.

CLII. That no such Road, Street, Carriage or Foot Way, or such Gully or Drain within the said Parish of *Saint Pancras* shall be broken up or opened, except under the Superintendence of the said Vestrymen, Paving Trusts or Paving Boards, or other Persons having the Control or Management thereof, or their Officers: Provided always, that if the said Vestrymen of the said Parish of *Saint Pancras*, Paving Trusts or Paving Boards, or other Persons having such Control or Management as aforesaid, or their Officers, fail to attend at the Time fixed for the breaking up of any such Road, Street, Carriage or Foot Way, or opening of any such Gully or Drain, 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 such Parties or Persons or their Officer.

Works to be executed under Superintendence.

CLIII. That before the Company shall commence any Works in the Parish of *Saint Pancras* which shall cause any Diversion of the Foot or Carriage Way, or which shall cause any Obstruction or Inconvenience to the Traffic or passing of Foot Passengers, Carriages, Horses, Cattle, or Vehicles in such Parish, such Obstruction, Diversion, or Inconvenience shall be approved of by the said Vestrymen, Paving Trusts, Paving Boards, or other Persons under whose Control or Management such Footway or Carriageway may be placed, and the Company shall, before commencing such Works, at their own Expense make temporary Bridges for the Passage of such Foot Passengers, Carriages, Horses, Cattle, or Vehicles, at all such Places as the Clerk, Surveyor, or other Officer of the said Vestrymen, Paving Trusts, Paving Boards, or other of such Persons, shall in Writing require: Provided, that in case of any Difference respecting such Diversion, Obstruction, or Inconveniences, or the Dimension or Insufficiency of the said Bridges, the same shall be determined by Arbitration, agreeably to the Provisions of "The Railways Clauses Consolidation Act, 1845."

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

CLIV. That when the Company shall break up or open, or cause any Damage to any Gully or Drain within the said Parish of *Saint Pancras*

Restoration of Roads.

The Metropolitan Railway Act, 1854.

Pancras for the Purpose of constructing the said Railway, they shall, within Three Months after the same shall have been broken up, opened, or damaged, complete the Work for which the same shall have been broken up, opened, or damaged, and shall within the aforesaid Term of Three Months reinstate and make good the Gully or Drain so broken up, opened, or damaged, at their own Expense, in such Manner and with such proper Materials as the Parties or Persons having the Control or Management of the same, or their Officer, shall deem necessary, to their or his Satisfaction and Approval, and the Company shall forthwith clear and carry away the Rubbish occasioned thereby.

Restoration
of Roadway.

CLV. That the said Company shall, within Three Months after any Portion of the *New Road* and *Gray's Inn Lane Road* within the said Parish of *Saint Pancras* shall have been first broken up, fill up and restore in a well-rammed and workmanlike Manner to its former Level, and pave the Footway as herein-after provided, and shall cover the upper Surface of the Roadway in the said Roads with a Layer of old broken sifted macadamized Stone or Gravel of the usual customary Size for such Purposes, to the Depth of Six Inches, for the temporary Passage and Convenience of Foot Passengers, Carriages, Horses, Cattle, or Vehicles, along the said Roadway until the same shall be paved as herein-after provided.

As to repair-
ing that Por-
tion of the
New Road
within the
Parish of
Saint Pan-
cras.

CLVI. That the Company shall, within such Time as the Vestry of the Parish of *Saint Pancras* or its Surveyor may determine, after any Portion of the *New Road* or *Gray's Inn Lane Road* situate within their Jurisdiction shall have been broken up by the said Company, cause, at their own Expense, the whole of the said Roads and Footways to be paved in manner following; (that is to say,) the Roadway, of such Width as the said Vestry or its Surveyor may determine, with *Mount Sorel* Granite Blocks, Six Inches by Three Inches, laid in Concrete of not less than Nine Inches deep, the Company being at liberty to use the Blocks now laid down on the said Carriageway, so far as they extend, for that Purpose, and the Footways, of such Width as the Surveyor to the said Vestry may determine, with new Three-Inch *York* Paving, with a Granite Kerb not less than Twelve by Seven Inches, and the Company shall also, at their own Expense, keep and maintain the said Roadway of such Portion of the said *New Road* and *Gray's Inn Lane Road* in repair for the Four Years next after the same shall have been so paved as aforesaid.

Company to
complete
Railway and
Works situ-
ate within
the South-

CLVII. That when and so often as the said 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 Road, Street, Square, Crescent, public Passage, Place, or Footway, situate and

The Metropolitan Railway Act, 1854.

and being within the Boundaries of the *Southampton* Paving Trust and the *South-western* Paving Trust in the said Parish of *Saint Pancras*, for the Purposes of the said Railway, then the said Company shall, within Three Calendar Months after such Road, Street, Square, Crescent, public Passage, Place, or Footway shall have been broken up as aforesaid, complete and finish their said Railway and Works; and as soon as so much of the said Railway and Works shall have been constructed, it shall be lawful for the Commissioners of the said *Southampton* Paving Trust, or of the said *South-western* Paving Trust, to fill in, reinstate, repair, relay, and repave any such Road, Street, Square, Crescent, public Passage, Place, or Footway which shall have been so broken up, taken up, or disturbed by such Person or Persons as the said Commissioners respectively, or their Surveyor, shall appoint, and the Expense thereof or occasioned thereby shall be paid by the said Company to the said Commissioners respectively within One Month after the same shall be demanded by them or their Clerk; and it shall be lawful for the said Commissioners respectively, or their Surveyor, at all Times during the Construction or Repair of the said Railway and Works, or any Part or Parts thereof, over, through, upon, along, or under any such Road, Street, Way, Square, Crescent, public Passage, Place, or Footway within the Limits of the said Trusts, to pass and go, and to cause any Part or Parts thereof to be enclosed, watched, and lighted as and when and in such Manner as to them or him may seem necessary or expedient for public Convenience or Safety so to do, and every Expense thereof or occasioned thereby shall be paid by the said Company to the said Commissioners respectively; and that the said Company shall also pay all Law and other proper Costs, Charges, and Expenses incurred from Time to Time by the said Commissioners or their Surveyor in and about the Matters hereby provided for.

Southampton Paving Trust within Three Months.

Commissioners to reinstate Roads at Expense of Company.

CLVIII. That the Company shall, within Three Months after any other Road, Street, Carriage or Foot Way within the said Parish shall have been first broken up or disturbed by them, replace and restore the said Road, Street, Carriage or Foot Way so broken up or disturbed to the Satisfaction of the said Vestry of the said Parish of *Saint Pancras* or its Surveyor.

Restoration of Streets.

CLIX. That the Company shall, at their own Expense, at all Times whilst any such Road, Street, Carriage or Foot Way, Gully or Drain within the said Parish of *Saint Pancras* shall be so 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 or Foot Way, Gully or Drain, shall be continued so broken up, opened, or damaged, and shall, after replacing and making good the said Road,
 [Local.] 42 K Street,

During Progress of Works, Roads, &c. to be guarded and lighted.

The Metropolitan Railway Act, 1854.

Street, Carriage or Foot Way, Gully or Drain, which shall have been so broken up, opened, or damaged, keep the same in good Repair for Four Years next thereafter.

Penalty on Company for Neglect, &c. in carrying out Provisions herein named.

CLX. That if the Company shall break up or open any Road, Street, Carriage or Foot Way, Gully or Drain within the said Parish of *Saint Pancras* without giving such Notice as aforesaid, or in a Manner different from that which shall have been approved of or Determined upon as aforesaid, or without making such temporary or other Works as aforesaid when required so to do, or shall fail to complete any of the Works within the Time specified as aforesaid, or shall fail to carry out any of the Provisions herein contained, or if the Company shall make any unnecessary Delay in completing any such Work or filling in the Ground, or reinstating and making good the Road, Street, Carriage or Foot Way, Gully or Drain, so broken up, opened, or damaged, in manner aforesaid, or in carrying away the Rubbish occasioned thereby, or if the Company neglect to cause the Place where such Road, Street, Carriage or Foot Way, Gully or Drain, has been broken up, opened, or damaged, to be fenced, guarded, lighted, and watched, or neglect to keep the Road, Street, Carriage or Foot Way, Gully or Drain, in repair for the Space of Four Years next after the same is made good, the Company shall forfeit and pay to the said Vestrymen of the said Parish of *Saint Pancras*, Paving Trusts, Paving Boards, or other Persons having the Control or Management of the Road, Street, Carriage or Foot Way, Gully or Drain, in respect of which such Default is made, a Sum not exceeding Fifty Pounds for every such Offence, and an additional Sum of not exceeding Twenty Pounds for each Day during which any such Offence shall continue after they shall have received Notice thereof in Writing from the Vestry Clerk of the said Parish of *Saint Pancras*, or from the Parties or Persons having the Control and Management of the Roads, Streets, Carriage or Foot Ways which have been broken up, damaged, or disturbed by the said Company, and such Penalties may be recovered before any Justice of the Peace acting for the County of *Middlesex*.

In case of Delay or Omission in restoring Roads, &c. other Parties may re-instate.

CLXI. That if any 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 Pancras*, as required by this Act, the said Vestrymen of the said Parish of *Saint Pancras*, Paving Trusts, Paving Boards, or other Persons having the Control or Management of the said Road, Street, Carriage or Foot Way, Gully or Drain, within the said Parish of *Saint Pancras*, in respect of which such Delay or Omission as aforesaid shall take place, may cause the Work so delayed or omitted to be done and executed, and the Expense of executing the same shall be repaid to such Vestrymen of the said Parish of *Saint Pancras*, Paving
Paving

The Metropolitan Railway Act, 1854.

Paving Boards, or other Persons, by the Company, and such Expenses may be recovered from the said Company under and by virtue of the Powers and Provisions herein contained.

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

Deposit of Subsoil from Parish of *Saint Pancras*.

CLXIII. Provided always, That nothing herein contained shall authorize the said Company to deposit any building or other Materials, or the Subsoil excavated as aforesaid, on any Part of any Road, Street, Square, Crescent, public Passage or Place, situate within the District of the *Southampton* Paving Trust, or of the *South-western* Paving Trust, without the Consent in Writing of the said Commissioners respectively, or their respective Surveyor.

Subsoil not to be deposited within the *Southampton* Paving Trust.

CLXIV. Provided also, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the said Commissioners of the *Southampton* Paving Trust, *South-western* Paving Trust, or the Vestrymen of the said Parish, but all the Rights, Powers, and Authorities vested in them respectively shall be as good, valid, and effectual as if this Act had not been passed.

Saving Rights, &c. of Commissioners of *Southampton* Paving Trust.

CLXV. That the Company shall not, without the Permission in Writing from the Vestry of the said Parish of *Saint Pancras*, signed by the Clerk, erect or place for public Use any Building for Passengers or Goods within One hundred and fifty Yards of the Parish Church of *Saint Pancras* aforesaid, such Distance to be measured along the Centre of the Road to the nearest Part of the Inclosure round such Church, or within One hundred Yards of any Church or Chapel within the said Parish.

Stations not to be erected within certain Distances of Churches.

CLXVI. That it shall not be lawful for the Company, in the Construction of the Branch Railway to the *Euston* Station of the *London and North-western* Railway, to break up, open, or disturb any Portion of the Surface of the Ground forming the Inclosure or Square called *Euston Square*, or the Surface of the Carriage or Foot Way of *Euston Square*, without the Consent in Writing of the Right Honourable *Charles* Lord *Southampton*, his Heirs or Assigns; and in case the

Ground of Lord *Southampton* not to be taken without his Consent.

said

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said Company shall, with the Consent in Writing as aforesaid of the said *Charles Lord Southampton*, his Heirs or Assigns, break up, open, or take or use any Part of the Ground forming the Inclosure or Square called *Euston Square*, or the Surface of the Carriage or Foot Way of *Euston Square* or other Hereditaments, the said Company shall, within Three Months after the Completion of that Portion of the said Railway, at their own Costs and Charges, restore to its former Level and make good, and also at their like Costs re-convey to the said *Charles Lord Southampton*, his Heirs or Assigns, so much of the Surface of the said Inclosure and Square, and other Hereditaments, as shall have been so broken up, opened, taken, or used, and restored and made good by them as aforesaid.

Company to take Lands of Rev. W. W. Burne only for a covered Way.

CLXVII. Provided always, That with respect to the Lands of the Reverend *William Way Burne* in the Parish of *Saint Marylebone*, the Company shall not carry the Railway through those Lands otherwise than in a Tunnel without the Consent in Writing of the said Reverend *William Way Burne*, his Heirs and Assigns; and the Tunnel shall be made without any Opening therefrom to or towards the Surface of those Lands, and the upper Surface of the Tunnel shall be at least Eight Feet below the Surface of those Lands, and the Space above the Tunnel shall be filled in and made good with Stonework, Brickwork, or Earth to the Satisfaction of the Architect of the said *William Way Burne*.

Company to make Sewers and Drains for Property of the Rev. W. W. Burne.

CLXVIII. That before the Company do any Work which would interfere with the free Flow of Sulliage through or from any of the now existing Sewers in *Burne Street*, *Burne's Place*, and *Chapel Street*, respectively, into which the Sulliage from the Houses and other Property of the Reverend *William Way Burne* now flows, the Company, to the Satisfaction of the Architect of the said *William Way Burne*, shall make and complete proper and sufficient new Sewers in lieu of the now existing Sewers, and proper and sufficient House and other Drains from those Houses and other Property into such new Sewers, and shall make and complete such new Sewers and Drains respectively, and the Junctions of such Drains with such new Sewers, so as to provide for the effectual and permanent Drainage of those Houses and other Property.

Company to make Footways near Houses of Rev. W. W. Burne.

CLXIX. That within Six Months after the Company begin any Works on the Lands of the Reverend *William Way Burne* in the Parish of *Saint Marylebone*, the Company, to the Satisfaction of his Architect, shall make, pave, and flag proper and sufficient Footways to such Parts of *Burne Street*, *Burne's Place*, and *Chapel Street*, and the Alley of the said *William Way Burne* running Northward out of *Chapel Street* and to the Westward of *Burne's Place*, in the Rear of the

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the Premises marked Number 98 upon the deposited Plan of the said Company respectively, near to the Houses and other Property there of the said *William Way Burne* as are within the Limits of Deviation shown on the deposited Plans, and shall make and pave the Roadways between such Footways, and shall repair and maintain such Footways and Roadways, unless and until the same respectively become repairable by the Public.

CLXX. That the Company, at all Times during the Execution of any Works affecting any of those Lands of the said *William Way Burne*, shall, to the Satisfaction of his Architect, provide and maintain proper and sufficient Means of Access to *Burne's Place, Burne Street, Chapel Street*, and the Alley aforesaid, and to the Houses and other Property there of the said *William Way Burne*; and if the Company fail so to do, they shall for every such Failure forfeit to him at the Rate of Fifty Pounds for every Twenty-four Hours during which the Failure continues.

Company to provide Access to Houses of the Rev. W.W.Burne.

CLXXI. That the Company shall not take otherwise than by Agreement any of the Lands of Sir *Edward Baker Baker* Baronet, shown upon the said Plan of the said intended Railway, and numbered respectively 114, 115, 116, 117, 118, 119, 120, 121, and 122, in the Parish of *Saint Marylebone*, notwithstanding that such Lands may be described on such Plan and the Book of Reference thereto respectively.

Company not to take Lands of Sir E. B. Baker, without Consent.

CLXXII. That in the Construction of the said Railway or any Works connected therewith, the Company shall not interfere in any Manner whatsoever with the subterranean Passage or Tunnel leading from the Garden in *Park Square* in the Parish of *Saint Marylebone* to the Garden in *Park Crescent* in the same Parish, and the Works of the Company under such Passage or Tunnel shall be executed to the Satisfaction of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, and of the Commissioners appointed or to be appointed by virtue of "The Crown Estate Paving Act, 1851."

Company not to interfere with subterranean Passage in Park Square.

CLXXIII. That nothing contained in this Act shall extend to authorize the Company to take, use, or otherwise interfere with any Land, Soil, Tenements, or Hereditaments under the Charge and Management of the Commissioners appointed or to be appointed by virtue of "The Crown Estate Paving Act, 1851," without the Consent of the same Commissioners for that Purpose first had and obtained, or to divest or prejudice any of the Rights, Powers, or Privileges vested in or enjoyed by such Commissioners.

Saving Rights of Crown Estate Paving Commissioners.

CLXXIV. That nothing whatsoever contained in this Act, or in any of the Acts herein referred to, shall extend to authorize the said Company to purchase, take, use, or otherwise interfere with any Land,

Saving the Rights of the Crown.

[Local.] 42 L Soil,

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Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, first had and obtained for that Purpose, and which such Commissioners or Commissioner are and is hereby authorized and empowered to give, or to divest, prejudice, diminish, alter, or take away any of the Estates, Rights, Privileges, Powers, or Authorities which now are or hereafter may be vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Company to provide Supply of Water to Inhabitants of Harewood Square, Milton Street, and Boston Place, if Supply of Spring Water interrupted.

CLXXV. That if, in the Construction of the Railway, the Company shall interrupt the Supply of Spring Water now available for the Use of the Inhabitants of *Harewood Square, Milton Street, and Boston Place*, in the Parish of *Marylebone*, or any of those Places, the Company shall, in case the Supply of such Water shall be permanently interrupted, make Compensation to the Parties interested in the Houses and Gardens in such Places respectively, and who shall be aggrieved by such Interruption, and in case such Interruption be of a temporary Character, the Company shall forthwith, at their own Expense, provide from the *West Middlesex* Waterworks Company, or some other Water Company, a Supply of Water for the Inhabitants of the Houses in such Square, Place, and Street respectively so aggrieved as aforesaid, equal to the Quantity of Water previously available by such Inhabitants from the Springs, whether from Pumps in the Garden of the Square or otherwise, so interrupted, until such Interruption shall have been removed; and in case the Company shall, for the Space of Three Calendar Months, make Default in providing such Supply as aforesaid, it shall be lawful for the Surveyor to the Vestry of the Parish of *Marylebone*, upon the Application in Writing of any Inhabitants of the said Square, Place, or Street whose Supply of Water is so interrupted, to provide such Supply of Water as aforesaid from the said *West Middlesex* Water Company or any other Water Company, and the Costs and Expenses thereof shall be defrayed by the Company, and if any Dispute shall arise with respect to any of the Matters aforesaid, the same shall be determined by any Two Justices of the Peace acting for the County of *Middlesex*, whose Decision shall be final and conclusive.

Company to purchase certain Property belonging to Mr. E. Vigers.

CLXXVI. And whereas the said Railway will depreciate and be an Injury to Premises held under Lease by Mr. *Edward Vigers*, being Nos. 61, 62, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, and 135 on the Plan and Book of Reference before mentioned, situate in the Parish of *Marylebone* aforesaid: Be it therefore enacted, That the said *Metropolitan* Railway Company shall and they are hereby required, within Six Months after any Portion of the Railway shall have been commenced, to purchase and take the said Premises, and also

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also the Machinery and Plant now thereon ; and that in the event of the Purchase Money and Compensation to be paid by the said Company for the said Premises so to be purchased, and the Injury to be sustained by the said *Edward Vigers* in respect of the Goodwill of his Business so carried on thereon as aforesaid, and other Damages (if any) caused by the said Railway, not being settled or determined by Agreement between the Parties, the Amount of the said Purchase Money and Compensation shall be ascertained and determined in the Manner prescribed by "The Lands Clauses Consolidation Act, 1845," for the Settlement of disputed Compensation.

CLXXVII. That it shall be lawful for the Company to levy and demand Rates, Tolls, and Duties for the Use of the Railway, not exceeding the following ; (that is to say,) Tolls.

In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, as follows :

For all Coals, Coke, Ironstone, Iron Ore, Pig Iron, Rod Iron, Bar Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets and Rolled Iron, Limestone, Lime, Bricks, Salt, Sand, Fire Clay, Cinders, Slag, and Stone, *per* Ton not exceeding One Shilling ; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton not exceeding Fourpence :

For all Dung, Compost, and all Sorts of Manure, and for all undressed Materials for the Repair of public Roads or Highways, and for heavy Iron Castings, including Railway Chairs, and for all Culm, Charcoal, and all Stones for building, pitching, and paving, all Tiles, Slates, and Clay (except Fire Clay), Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Castings, and for all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per* Ton not exceeding One Shilling and Sixpence ; and if conveyed in Carriages belonging to the Company, an additional Sum not exceeding Sixpence :

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform not belonging to the Company, not exceeding Two Shillings and Sixpence ; and a Sum of Fourpence for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which such Carriage may weigh.

In respect of Passengers and Animals conveyed in Carriages on the Railway, as follows :

For any Person conveyed in or upon any such Carriage for a less Distance than Two Miles not exceeding Threepence, and for a greater

Tolls for
Passengers
and Cattle.

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greater Distance than Two Miles not exceeding Sixpence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, not exceeding One Shilling and Sixpence ; and if conveyed in any Carriage belonging to the Company an additional Sum not exceeding Sixpence :

For every Ox, Bull, Cow, or Neat Cattle conveyed in or upon any such Carriage, not exceeding Sixpence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding Twopence :

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

Tolls for
propelling
Power.

CLXXVIII. That the Toll which the Company may demand for the Use of Engines or other Power for propelling Carriages on the Railway shall not exceed One Third of the Sum herein-before allowed for the Use of the Railway for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations
as to the
Tolls.

CLXXIX. That the following Provisions and Regulations shall be applicable to the fixing of such Tolls ; (that is to say,)

For a Fraction of a Ton the Company may demand Toll 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, and so in proportion for any smaller Quantity.

Tolls for
small Parcels
and Articles
of great
Weight.

CLXXX. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of the Tolls prescribed by this Act, the Company may lawfully demand the Tolls following ; (that is to say,)

For the Carriage of small Parcels the Company may demand any Sum which they think fit, not exceeding the Rates following :

Not exceeding in Weight Seven Pounds, Threepence ; exceeding Seven and not exceeding Fourteen Pounds, Fourpence ;
exceeding

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exceeding Fourteen and not exceeding Twenty-eight Pounds, Eightpence; exceeding Twenty-eight and not exceeding Fifty-six Pounds, One Shilling; exceeding Fifty-six and not exceeding Five hundred Pounds, such Sum as they think proper: Provided always, that Articles sent in large Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or 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 think fit, not exceeding Five Shillings *per Ton*:

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, the Company may demand such Sum as they think fit.

CLXXXI. That every Passenger travelling upon the Railway may carry with him in his own Charge his Luggage, not exceeding Forty Pounds in Weight, without being liable to make any Payment in respect of the same to the Company, and for every Article of Luggage which, together with any other Luggage so carried, shall exceed Forty Pounds, the Company may demand for the same any Sum not exceeding Twopence: Provided always, that the Company shall not be required to convey for any One Passenger more than One hundred and twenty Pounds Weight of Luggage, and the Company shall not be required to carry any Luggage which would be a Nuisance to other Passengers upon the Railway.

Passengers
Luggage.

CLXXXII. That the maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the said Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and for every other Expense incidental to such Conveyance, shall not exceed the following Sums:

Maximum
Rate of
Charges for
Passengers.

For every Passenger conveyed in a First-class Carriage for a less Distance than Two Miles, the Sum of Fourpence; and for a Distance of or exceeding Two Miles, Eightpence:

For every Passenger conveyed in a Second-class Carriage for a less Distance than Two Miles, the Sum of Threepence; and for a Distance of or exceeding Two Miles, Sixpence:

For every Passenger conveyed in a Third-class Carriage for a less Distance than Two Miles, the Sum of Twopence; and for a Distance of or exceeding Two Miles the Sum of Fourpence:

[*Local.*]

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Provided

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Provided always, that it shall be lawful for the Company, if they think fit, to take uniform Charges upon the whole or any Part of the Railway for the Conveyance of Passengers; but in such Case the maximum Rate of Charge for the Conveyance upon the whole or any Part of the Railway shall not exceed the Sum of Sixpence for every Passenger conveyed in a First-class Carriage, the Sum of Fourpence for every Passenger conveyed in a Second-class Carriage, and the Sum of Threepence for every Passenger conveyed in a Third-class Carriage.

Maximum Rates of Charges for Cattle, Goods, &c.

CLXXXIII. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, be it enacted, That the maximum Rates of Charge to be made upon the Railway by the Company, including the Tolls for the Use of the Railway and Waggon or Trucks and locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the following Sums :

For every Horse, or other Beast of Draught or Burden before classed with Horses, the Sum of One Shilling and Sixpence :

For Cattle, the Sum of Ninepence *per* Head :

For Calves and Pigs, the Sum of Sixpence each :

For Sheep and small Animals, Threepence each :

For every Carriage, the Sum of Three Shillings :

For Coals, Coke, Ironstone, and other Articles herein-before classed therewith, the Sum of One Shilling and Sixpence *per* Ton :

For Manure, Culm, Cotton, and other Articles herein-before classed therewith, the Sum of Two Shillings *per* Ton.

Restriction as to Charges not to apply to Special Trains.

CLXXXIV. That the Restriction as to Charges to be made for Passengers shall not extend to any Special Train that may be required to be run upon the said Railway, but shall apply only to every Express and Ordinary Train appointed or to be appointed from Time to Time by the said Company for the Conveyance of Passengers and Goods upon the said Railway.

Company may take increased Charges by Agreement.

CLXXXV. That nothing herein contained shall be held to prevent the said Company from taking any increased Charge over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the said Company in relation thereto.

Company not bound to carry Manure or other offensive Matter.

CLXXXVI. That nothing herein contained shall render it compulsory on the said Company to carry on their Railway any Nightsoil, Dung, Manure, Compost, or other offensive Matter.

CLXXXVII. That

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CLXXXVII. That in case it shall appear to the Board of Trade, upon Complaint to them made thereof, that the Trains upon the Railway are run at such short Intervals as to be dangerous to the Public travelling upon the Railway, it shall be lawful for the said Board to require the Company to extend the Period between each Train running in the same Direction, in such Manner as the Board think proper, and the Order of the said Board in respect of such Matters shall be binding upon the said Company.

The Board of Trade may require Number of Trains to be reduced.

CLXXXVIII. That it shall be lawful for the Commissioners of Police of the Metropolis from Time to Time to make Regulations concerning the Arrival and Departure and Stoppage of Carriages of every Description at the Stations of the Company within the Metropolitan Police District, and such Regulations may extend to the Stations and Premises of the Company, as well as to the Streets and Thoroughfares leading thereto.

Regulating Traffic at Stations.

CLXXXIX. That it shall be lawful for the Commissioners of the City Police, with the Consent of the Court of Mayor and Aldermen of the City of *London*, from Time to Time to make Regulations concerning the Arrival and Departure and Stoppage of Carriages of every Description at the Stations of the Company within the City of *London* and the Liberties thereof, and such Regulations may extend to the Stations and Premises of the Company as well as to the Streets and Thoroughfares leading thereto.

Power to City Police to make Regulations for Carriages at Stations in City of London.

CXC. That it shall be lawful for the Company, with the Consent of Two Thirds of the Proprietors present personally or by Proxy at an Extraordinary Meeting of the Company, to enter into any Contract with any Person or Persons for the Supply of locomotive or other tractive Power and Carriages, and for the Maintenance and Working of the Railway, and upon such Terms and Conditions as may be mutually agreed upon: Provided always, that the Powers to enter into Contracts herein-before given shall not enable the Company to grant a Lease of the Railway, nor shall any such Contract prejudice or affect the Rights of the Public as to the Use of the Railway, or prevent or lessen the Liability of the Company in respect thereof.

Company may enter into working Contracts.

CXCI. And whereas it is expedient that the *Great Western* Railway Company should be enabled to subscribe towards and become Shareholders in the said Undertaking: Be it enacted, That the *Great Western* Railway Company may subscribe towards and become Shareholders in the said Undertaking to any Extent not exceeding One hundred and seventy-five thousand Pounds, and may pay the said Sum of One hundred and seventy-five thousand Pounds, or any Part thereof, by and out of any Moneys which they have raised or are now authorized

Great Western Railway Company may subscribe to this Undertaking.

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authorized to raise by Shares or Mortgage under the Provisions of any Act or Acts, and not required for the Purposes for which such Monies were authorized to be raised; and that it shall be lawful for the *Great Western* Railway Company to raise, by creating new Shares or by Mortgage, in addition to any Sums of Money which they are or may be authorized to raise by any Act or Acts other than this Act, any Sum not exceeding the said Sum of One hundred and seventy-five thousand Pounds, and apply any such Money to be raised by virtue of this Act to the Purposes of the said Undertaking and in carrying the Purposes of this Act into execution.

Great Western Railway Company may appoint Directors of Metropolitan Company.

CXCII. That when and so soon as the *Great Western* Railway Company shall have subscribed towards and become Shareholders in the said Undertaking to the Extent of One hundred and seventy-five thousand Pounds, and from Time to Time so long as the *Great Western* Railway Company shall continue to hold Shares in the Undertaking to that Amount, it shall be lawful for the Directors of the last-mentioned Company to appoint from amongst their own Body so many Persons as Directors of the Company as will be equal in Number to One Third of the whole of the Number of Directors, inclusive of the Directors appointed by the *Great Western* Railway Company, and also (so long as the said *Great Western* Railway Company shall continue Shareholders in the said Undertaking to the Extent of One hundred and seventy-five thousand Pounds) from Time to Time to remove any Director appointed under this present Power; and to appoint another Person from among the Directors in the *Great Western* Railway Company in the Stead of any such Director as shall be so removed, or shall die, resign, or become incapable of acting, or disqualified by ceasing to be a Shareholder in the *Great Western* Railway Company, or who shall retire, or be about to retire, under the Provisions in that Behalf herein-after contained: Provided always, that upon the Completion of the Railway and the opening of the same for public Traffic the special Powers of appointing Directors by this Act given to the *Great Western* Railway Company shall cease and determine.

Retirement of Directors appointed by Great Western Railway Company.

CXCIII. That the Directors for the Time being appointed by the Directors of the *Great Western* Railway Company as aforesaid shall retire from Office at the First Ordinary Meeting of the Company in every Year, and shall be re-eligible in manner herein-before provided, or in any subsequent Year, and (except as in this Act otherwise provided) such Directors shall have the same Powers and be subject to the same Provisions and Regulations as other Directors of the Company.

Evidence of Appointment of Directors

CXCIV. That a Certificate in Writing of the Appointment, Removal, Resignation, Incapacity, or Disqualification of any Director appointed

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appointed on behalf of the *Great Western* Railway Company, under the Common Seal of that Company, or under the Hand of the Chairman for the Time being of the Directors of that Company, shall, so soon as conveniently may be after the Event therein certified shall have occurred, be deposited at the principal Office of the Company, and shall (as between the Company and the said *Great Western* Railway Company) be conclusive Evidence of the Fact thereby certified: Provided always, that if the Directors of the *Great Western* Railway Company shall at any Time or Times hereafter fail or omit to appoint a Director or Directors under the Powers in that Behalf herein contained, the remaining or ordinary Directors of the Company shall be competent to act as if no such Failure or Omission had occurred.

by Great Western Railway Company.

CXCV. That the Directors appointed on behalf of the *Great Western* Railway Company shall not, as such, be entitled to vote in the Election of any ordinary Director of the Company: Provided always, that this Enactment shall not deprive any Director appointed by the *Great Western* Railway Company of any Right of voting which he may possess as a Shareholder in the Company.

Directors so appointed not to vote in Election of Directors of Company.

CXCVI. That it shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised, but nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Interest not to be paid on Calls paid up.

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

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

CXCVIII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled,

Railway to be subject to Provisions of 1 & 2 Vict. c. 98. 3 & 4 Vict. c. 97.

[*Local.*]

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5 & 6 Vict.
c. 55.
7 & 8 Vict.
c. 85.
9 & 10 Vict.
c. 57. and
14 & 15 Vict.
c. 64.

An Act for regulating Railways; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and another Act was passed in the Session of Parliament holden in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the Session of Parliament held in the Fourteenth and Fifteenth Years of the same Reign, intituled *An Act to repeal the Act for constituting Commissioners of Railways*: Be it enacted, That, except with respect to the Gauge as herein-before authorized, nothing in this Act contained shall be held to exempt the said Railways and Works or the Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railways and Works and Company so far as the same are applicable.

Railway not exempt from Provisions of future General Acts.

CXCIX. That nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made, or the Company, from the Provisions of any General Act relating to such Act, or of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges authorized by this Act, or of Rates for small Parcels.

Expenses of Act.

CC. That all the Costs, Charges, and Expenses of and incidental to the obtaining of this Act, and preparatory thereto, shall be paid by the Company.

Interpretation of Terms.

CCI. That in this Act the Expression "the Company" shall mean the Company by this Act incorporated, and the Word "Railway" shall mean and include the Railways and Works by the recited Act and this Act authorized to be made.

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