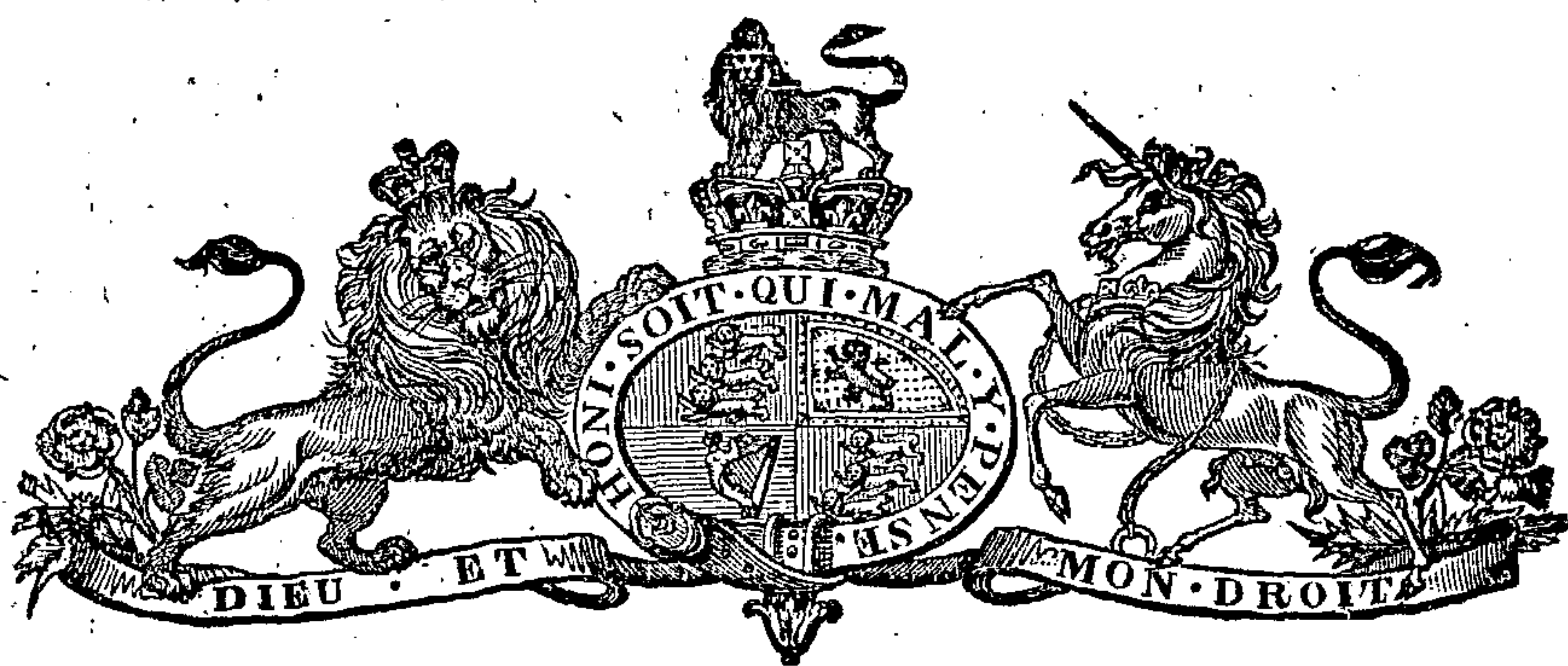




ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. ccciii.

An Act to authorize the Construction of a Railway from the *Metropolitan* Railway through *Saint John's Wood* to the *Hampstead Junction* Railway.

[29th July 1864.]

WHEREAS the making of a Railway from the *Metropolitan* Railway at *Baker Street* through *Saint John's Wood* to the *Hampstead Junction* Railway would be attended with great local and public Advantage: And whereas the estimated Expense of the said Railway is Three hundred thousand Pounds, and the Persons herein-after named, with others, are willing at their own Expense to construct the Railway: And whereas a Plan and Section of the Railway showing the Line and Levels thereof, with a Book of Reference to the Plan containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands through which the said Railway will pass, have been deposited with the Clerk of the Peace for *Middlesex*: And whereas it is expedient that the *Metropolitan* Railway Company should be authorized to enter into Arrangements with respect to the working and Management of the Railway; but the Purposes aforesaid cannot be accomplished without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted

[*Local.*]

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by

The Metropolitan and Saint John's Wood Railway Act, 1864.

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 :

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

1. "The Companies Clauses Consolidation Act, 1845," Part I. (relating to Cancellation and Surrender of Shares) of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and Part I. (relating to Construction of a Railway) and Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act.

Interpreta-
tion of
Terms.

2. In this Act the Words "the Company" shall mean the Company incorporated by this Act; and the Words "the Undertaking" or "the Railway" shall mean the Railway and the Works connected therewith by this Act authorized to be constructed; and where any Matter shall be authorized or required to be done by Two Justices the Expression "Two Justices" shall mean Two Justices assembled and acting together, or any One Police Magistrate or Justice of the Peace who may have by Law Authority to act alone for any Purpose with the Powers of Two Justices; and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or the Acts incorporated herewith shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute.

Subscribers
incorporated.

3. *William Lee*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertaking, and such Company shall be incorporated by the Name of "*The Metropolitan and Saint John's Wood Railway Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said Acts contained, and their Undertaking shall be called "*The Metropolitan and Saint John's Wood Railway*."

Capital.

4. The Capital of the Company shall be Three hundred thousand Pounds, and shall be divided into Thirty thousand Shares of Ten Pounds each.

5. It

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

Shares not
to issue
until One
Fifth Part
paid up.

6. Three Pounds *per* Share 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 Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share.

7. The Company may borrow on Mortgage any Sums not exceeding in the whole Ninety-nine thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Three hundred thousand Pounds shall have been subscribed for *bonâ fide*, and One Half thereof shall have been actually paid up, and until the Company shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and that every Share is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are respectively legally liable, and that all the Shares have been issued, and Twenty *per Centum* at least paid up on each separate Share.

Power to
borrow on
Mortgage.

8. The Monies by this Act authorized to be raised, whether by Shares or Mortgage, shall be applied only to the Purposes by this Act authorized.

Application
of Capital.

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

Arrears may
be enforced
by Appoint-
ment of a
Receiver.

10. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in every Year.

First and
other
Meetings.

11. The Quorum of General Meetings of the Company shall be Six Shareholders present, personally or by proxy, holding in the aggregate

Quorum of
General
Meetings.

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aggregate not less than Thirty thousand Pounds in the Capital of the Company.

Number and
Qualification
of Directors.

12. The Number of Directors shall be Four, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Power to
increase the
Number of
Directors.

13. It shall be lawful for the Company from Time to Time to increase the Number of Directors, provided that the increased Number be not more than Five.

First Direc-
tors.

14. *William Lee, William Austin, Robert M'Kim, and William Holme Twentymen* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act, being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845," or by this Act, or either of them.

Such Direc-
tors to con-
tinue in
Office until
First Meet-
ing after
passing of
Act.

Quorum.

15. The Quorum of a Meeting of Directors shall be Three.

Power to
take Lands.

16. Subject to the Provisions of this Act, the Company may from Time to Time enter upon, take, and use, and appropriate all or any of the Lands defined on the said deposited Plan, and described in the said deposited Book of Reference.

Power to
make Rail-
way accord-
ing to de-
posited Plan.

17. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations in the Line and upon the Lands delineated on the said Plan and described in the said Book of Reference, and according to the Levels described on the said Section, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use.

18. The

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18. The Railway (which will be wholly situate in *Middlesex*) will commence in the Parish of *Marylebone* at or near the *Baker Street* Station of the *Metropolitan* Railway, and terminate in the Parish of *St. John's, Hampstead*, at or near the *Finchley Road* Station of the *Hampstead Junction* Railway.

Describing
Railway.

19. In the Execution of the Railway the Company may deviate laterally from the Line of Railway as defined on the said Plan to the Extent of the lateral Deviations shown thereon.

Power to
deviate from
Line of
Plan.

20. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained to the contrary, it shall be lawful for the Company in the Construction of the Railway to deviate from the Levels and Gradients as marked on the said Section to such an Extent as may be found necessary or convenient for avoiding, accommodating, preserving, or improving the Drainage or Sewers or other existing Works in or under the Streets through which the Railway will be made, and otherwise carrying the Powers of this Act into execution, anything in "The Railways Clauses Consolidation Act, 1845," to the contrary notwithstanding.

Power to
deviate from
Levels of
Section.

21. The Company shall not enter upon, take, or use any Part of the Burial Ground or of the Buildings on the Burial Ground at *Saint John's Wood* belonging to the Vestry of *Saint Marylebone*.

No Part of
Burial
Ground to
be taken.

22. The Company shall construct a Sewer of not less Dimensions than Three Feet Nine Inches by Two Feet Six Inches for the Purpose of connecting the existing Sewer in *Wellington Road* at or near *Wellington Place* with the *King's Scholar Pond* Sewer in the *Park Road*, such Sewer to be constructed under or on the West Side of the Railway.

Company to
extend a
certain
Sewer.

23. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company shall not break up any Part of any Road or Street within the Parish of *Saint 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; and the Company shall during the Progress of the Works at all Times keep open and uninterrupted for public Traffic a clear Width of Twelve Feet of the existing Road, excepting in the Case of *Wellington Road* and *Finchley Road*, where there shall be Fifteen Feet; and the Company shall at their own Expense shore up and put proper Hoarding to make such

Streets in
Parish of
Marylebone
not to be
broken up
without
Notice.

[Local.]

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Twelve

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Twelve Feet and Fifteen Feet of Roadway respectively safe for the Passage of Traffic.

As to Deposit of Subsoil.

24. The Company shall deposit the Subsoil excavated, and the Materials of any 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 Surveyor to the Vestry of that Parish shall approve.

Works to be executed under Superintendence.

25. No Road, Street, Carriage or Foot Way, and no Sewer, Drain, or Gully in the said Parish shall be broken up or opened, except under the Superintendence of the said Surveyor: Provided always, that if the said Surveyor fail to attend at the Time fixed for the breaking up of any such Road, Street, Carriage or Foot Way, or opening of any such Sewer, Drain, or Gully, after having had such Notice of the Intention of the Company as aforesaid, or shall refuse or neglect to superintend the Operation, the Company may perform the Works specified in such Notice without the Superintendence of the said Surveyor.

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

26. The 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;" and 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 complete Works in St. Marylebone within Three Months.

27. When and as often as the Company shall, under the Powers herein contained, break up or disturb, or cause to be broken up or disturbed, any Part of the Soil or Surface of any Street or Road or of any Footway in the said Parish of *Saint Marylebone* for any of the

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the Purposes of this Act, the Company shall, within Three Months after any such Portion of Street, Road, or Footway shall have been broken up as aforesaid, complete and finish the Works of the Company, and shall make good, repair, and restore every such Street, Road, or Footway to the Satisfaction of the Surveyor to the Vestry of *Saint Marylebone*; and it shall be lawful for the said Vestry or their Surveyor, at all Times during the Construction or Repair of the said Works, or any Part or Parts thereof, over, through, upon, along, or under any such Street, Road, or Footway, to have Access to such Works, and to cause any Part of such Streets, Roads, or Footways to be inclosed, watched, and lighted as and when and in such Manner as to them or him may seem necessary; and every Expense occasioned thereby or incidental thereto, including the Costs of any such Superintendence, shall be paid by the Company, on Demand, to the said Vestry; and the Company shall also defray the Expense incurred by the said Vestry in maintaining and keeping in repair the Portion of Streets, Roads, or Footways interfered with for One Year next after the same shall have been restored as aforesaid: Provided always, that nothing herein contained shall be deemed to prevent the said Vestry from extending the before-mentioned Period of Three Months, should such Extension appear to them to be fair and reasonable.

28. The 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 Works of the Company, or of any such Road or Street having been so taken up, disturbed, or damaged.

Company to
repair and
reinstate
Drains and
Gullies.

29. 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 Vestry's
Expenses.

30. No Works which will interfere with any Sewer, Drain, or Gully under the Control of the Vestry of the Parish of *Saint Marylebone* shall be commenced by the Company in front of, under, across, or abutting upon any Road or Street within the said Parish of *Saint Marylebone* until Sewers have been made in and under every such Road or Street; and before the Company shall open or otherwise interfere with any such existing Sewer, or with any Sewer or Drain communicating therewith, such Sewers and Drains shall be diverted in such Manner, and such other Works shall be constructed, as shall be

Certain
Sewers to
be made
before
Streets
stopped up.

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be necessary for preventing any Danger or Inconvenience arising from the Works of the Company; and after the said Sewers and Drains are completed or altered they shall be as fully under the Direction, Jurisdiction, and Control of the said Vestry as any other Sewers, Drains, or Works in the said Parish of *Saint Marylebone* now are or hereafter may be: Provided that all such Sewers shall be made or diverted, and such Works shall be constructed, in such Manner as shall be mutually agreed upon between the said Surveyor and the Company, or, failing Agreement, as shall be settled by an Engineer appointed as in this Act provided.

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

31. 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 Company under and by virtue of the Powers and Provisions herein contained.

As to Settlement of Differences with Saint Marylebone Vestry.

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

Penalty on Company for Neglect, &c. in carrying out Provisions herein named relating to St. Marylebone.

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

Mode of recovering Money from the Company.

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

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Recovery of the same, in the same Manner as is provided for by "The Railways Clauses Consolidation Act, 1845," for the Recovery of Damages not specially provided for, and of Penalties.

35. If any Sum which shall be adjudged by any Justices of the Peace to be payable by the Company to the said Vestry, with the Costs, Charges, and Expenses allowed by such Justices, 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 Justices 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 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 Company.

As to Dis-
tress of
Goods of
Company.

36. And whereas it is intended to carry by means of a Tunnel the Railway under the *Finchley Road* where it is under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*: Therefore it shall not be lawful for the Company to alter the present Line or Level or Width of the said Road or of the Footpaths thereof, and the said Tunnel shall be so constructed that the upper Surface of the Centre of the Arch thereof shall be not less than Eighteen Inches below the Surface of the Road over such Tunnel, and 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 Road and Footpaths; and in any Case in which the Drainage of the said Road is interfered with by the Works of the Company, the same Road shall be well and effectually drained by new Sewers if necessary, and by all proper and needful connecting Drains, Gullies, Cesspools, and Gratings; and the said Road and Footpaths, and also the paved Water Channels thereto, or so much thereof respectively as shall be disturbed or interfered with by the Works of the Company, shall be restored and made good; and the Company shall, at their own Expense, and to the Satisfaction of the General Surveyor of the said Commissioners, do all the Works herein-before required to be done in respect of the said Road and the Tunnel under the same, and provide all the Materials necessary for such Works, and shall, at the like Expense and to the like Satisfaction, for ever hereafter maintain the said Tunnel and Works.

Regulating
the Con-
struction of
a Tunnel
under the
Finchley
Turnpike
Road.

37. It shall not be lawful for the Company to commence any Works connected with or affecting the said Turnpike Road until Seven Days after the Company shall have given Notice of their
[Local.] 51 M Intention

For the Pro-
tection of
the Road
during Pro-
gress of

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Works and
afterwards.

Intention so to do ; and if the General Surveyor shall require a temporary Road to be made by the Company instead of the Road to be interfered with, then the Company shall make and substitute such temporary Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Road, and be liable to the same Penalties for failing to make, or, after Notice, to maintain, such substituted Road as is and are provided by "The Railways Clauses Consolidation Act, 1845," with respect to substituted Roads and the Failure to make the same ; and unless such temporary Road shall be required the Company shall, during the Progress of the Works, at all Times keep open and uninterrupted for the Traffic of the Public a clear Width in all Places of Fifteen Feet of the existing Road ; and all necessary Measures of Precaution for the Public Safety during the Progress of the Works of the Company, including the fencing of the Works, and lighting and watching the same, shall be adopted by and at the Expense of the Company, and the Company shall be answerable for all Accidents and Damages which may happen by reason of any of the said Works of the Company, and shall save harmless the said Commissioners in respect thereof ; and the Company shall finish and complete all Works, Matters, and Things connected with the Tunnel under the Road, and give or restore to the Public the uninterrupted Use of the same Road and Footpaths within Nine Months from the Day on which such Road shall be first interfered with ; and all such Works shall be done under the Direction and Superintendence, from Time to Time, and to the Satisfaction of the General Surveyor, and the Materials thereof shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Descriptions respectively as shall be approved of by the General Surveyor ; and in case the Company shall fail to do or to maintain and repair any Works according to the Provisions herein-before contained, and the Company shall not, upon being by the General Surveyor required so to do, proceed forthwith to do or to repair such Works to his Satisfaction, then and in any of such Cases it shall be lawful for the General Surveyor to cause all such Works and Repairs to be done as he in his Discretion shall think fit ; and all Costs and Expenses of such Works and Repairs shall be paid, on Demand, by the Company, or, in default of Payment for Twenty-one Days after such Demand, may be recovered by the said Commissioners from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

Alterations
may be
made in the
Works with
Consent of
Commis-
sioners.

38. It shall be lawful for the said Commissioners and Company to agree with each other for the Alteration and Protection of the said Road in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the Company of all such Works as may be necessary or expedient for the Purposes

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Purposes aforesaid; and in case of any such Agreement it shall not be binding on the Company to do such of the Works, Matters, and Things required to be done by them as shall be by the said Agreement expressly dispensed with by the said Commissioners.

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

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

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

As to Deposit of Subsoil.

41. No Road, Street, Carriage or Foot Way, and no Sewer, Drain, or Gully, within the said Parish of *Saint John, Hampstead*, shall be broken up or opened except under the Superintendence of the said Surveyor: Provided always, that if the said Surveyor fail to attend at the Time fixed for the breaking up of any such Road, Street, Carriage or Foot Way, or opening of any such Sewer, Drain, or Gully, after having had such Notice of the Intention of the Company as aforesaid, or shall refuse or neglect to superintend the Operation, the Company may perform the Works specified in such Notice without the Superintendence of the said Surveyor.

Works to be executed under Superintendence.

42. The Company shall make, and during the Construction of their Works maintain, to the Satisfaction of the Surveyor of the Vestry of the Parish of *Saint John, Hampstead*, 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, 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 other private Property: Provided, that in case of any Difference between the Surveyor of the said Parish and the Company's Engineer respecting the Kind or Number

Company to construct temporary Works for Ingress to Houses, Supply of Gas and Water, &c., and to make good all Damage to Railings, &c.

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Number of any such Footways, Works, or Conveniences, or the Dimensions or Sufficiency thereof, the same shall be determined by an Engineer to be nominated by the Board of Trade.

Company to complete Works in the Parish of St. John, Hampstead, within Four Months.

43. When and so often as the Company shall, under the Powers herein contained, break up or disturb, or cause to be broken up or disturbed, any Part of the Soil or Surface of any Street or Road or of any Footway in the said Parish of *Saint John, Hampstead*, for any of the Purposes of this Act, the Company shall, within Four Months after any such Street, Road, or Footway shall have been broken up as aforesaid, complete and finish the Works of the Company, and shall make good, repair, and restore every such Street, Road, or Footway to the Satisfaction of the Surveyor to the Vestry of *Saint John, Hampstead*; and it shall be lawful to the said Vestry or their Surveyor, at all Times during the Construction or Repair of the said Works, or any Part or Parts thereof, over, through, upon, along, or under any such Street, Road, or Footway, to have Access to such Works, and to cause any Part of such Streets, Roads, or Footways to be enclosed, watched, and lighted as and when and in such Manner as to them or him may seem necessary; and every Expense occasioned thereby or incidental thereto, including the Costs of any such Superintendence, shall be paid by the Company, on Demand, to the said Vestry, and the Company shall also defray the Expense incurred by the said Vestry in maintaining and keeping in repair such Streets, Roads, and Footways for One Year next after the same shall have been so restored as aforesaid.

Company to repair and reinstate Streets.

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

Fifteen Feet of any Road in St. John, Hampstead, to be left open to Public.

45. In the event of the Company requiring to open or in any Manner to interfere with the Surface of any Road, Street, or Carriageway in the said Parish of *Saint John, Hampstead*, for the Purpose of making any Part of the Railway which is to be eventually in a Tunnel, then and in such Case Fifteen Feet of the Surface of such Street, Road, or Carriageway shall be left open for the Passage of the Public.

Roads, &c. to be fenced and lighted during Con-

46. The Company shall, at their own Expense; at all Times whilst any Road, Street, Carriage or Foot Way, Gully or Drain, within the

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the said Parish of *Saint John, Hampstead*, or maintained by or under the Control of the Vestry of the said Parish, is broken up, opened, or damaged, cause the same to be fenced and guarded, and shall cause sufficient Light and Watch for the warning of Passengers to be set up and kept there every Night during which such Road, Street, Carriage or Foot Way, Gully or Drain, is continued so broken up, opened, or damaged.

struction of
Works.

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

Provisions
for carrying
Footpaths in
Hampstead
over the
Railway.

48. 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 John, Hampstead*, as required by this Act, the said Vestry may cause the Work so delayed or omitted to be executed, and the Expense of executing the same shall be repaid to such Persons by the Company, and such Expenses may be recovered from the Company under and by virtue of the Powers and Provisions herein contained.

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

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

Penalty on
Company for
Neglect, &c.
incarrying
out Pro-
visions
herein
named re-
lating to
St. John,
Hampstead.

50. Any Sum of Money which may be expended, or Costs, Charges, and Expenses which may be incurred, by the said Vestry in paving, diverting, altering, or making good any Road, Street, Footway,

Mode of
recovering
Money from
the Com-
pany.

[Local.]

51 N

Sewer,

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Sewer, or Gully, or otherwise by reason of the same, or any of them, having been broken up, opened, or damaged by or for the Purposes of the Company, or any other Sum of Money recoverable or to be received by the Vestry under this Act, may be recoverable, with all Costs, Charges, and Expenses attending the Proceedings for the Recovery of the same, by Summons before and Adjudication of any Justice of the Peace for the County of *Middlesex*.

As to Distress of Goods of Company.

51. If any Sum which shall be adjudged by any Justice of the Peace to be payable by the Company to the said Vestry, 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 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 Company.

As to Execution of Railway and Works over Tunnel of London and North-western Railway Company.

52. The Railway where the same will cross the *Primrose Hill* Tunnel of the *London and North-western* Railway shall be carried over such Tunnel as shown on the deposited Plans and Sections, according to Plans to be approved in Writing by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Chief Engineer for the Time being of the *London and North-western* Railway Company, and at the Expense of the Company, and such Railway and the Works connected therewith shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *London and North-western* Railway through the said Tunnel or the working of the Traffic thereon.

As to Execution of further Works if required.

53. If it shall at any Time appear to such Engineer of the *London and North-western* Railway Company that any further or other Works or Appliances are required to prevent Injury happening to the said Tunnel, owing to or in consequence of the Railway being carried over the same, the Company will, immediately on being thereunto required in Writing under the Hand of such Engineer, make and execute the same at their Expense.

Maintenance of Works.

54. The Company shall at all Times, at their Expense, maintain the Works by which the Railway shall be carried over the said Tunnel, and also any further or other Works which may be so required, in substantial Repair and good Order and Condition, to the reasonable

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reasonable Satisfaction in all respects of such Engineer of the *London and North-western* Railway Company, and if and whenever the Company fail to do so the *London and North-western* Railway Company may make or do, in and upon as well the Lands of the Company as their own Lands, all such Works and Things as the *London and North-western* Railway Company may reasonably think requisite on that Behalf; and the Sum from Time to Time certified by such Engineer to be the reasonable Amount of their Expenditure in that Behalf shall be repaid to them by the Company, and in default of Repayment the Amount so certified may be recovered, with full Costs, by the *London and North-western* Railway Company from the Company in any Court of competent Jurisdiction.

55. The Company shall not, without in every Case the previous Consent of the *London and North-western* Railway Company in Writing under their Common Seal, take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to or in the Possession or under the Power of the *London and North-western* Railway Company, except only so far as shall be necessary for the Purpose of making and maintaining the Works by which the Railway is, according to this Act, to be carried over the said Tunnel, nor shall they, without the like Consent of the *Hampstead Junction* Railway Company, take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to or in the Possession or under the Power of that Company.

Respecting Interference with Lands of the London and North-western Railway Company or of the Hampstead Junction Railway Company.

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

Company to acquire Easements only in Lands of London and North-western and Hampstead Junction Railway Companies.

57. The Company shall at all Times save harmless and keep indemnified the *London and North-western* Railway Company from and against all Claims, Losses, Liabilities, Costs, and Expenses which the *London and North-western* Railway Company may sustain or be put unto by reason of Lands, Buildings, or Property over the said Tunnel being injuriously affected or in any Manner damaged, injured, or deteriorated by the Construction of such Tunnel; and if by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction or of the bad State of Repair

Indemnity to London and North-western Railway Company.

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Repair of any such Works or of any of the Works of the Railway, or any Act or Omission of the Company or of any of their Agents or Servants, it shall happen that the said Tunnel shall be injured, the Company will immediately thereupon, at their Expense in all Things, make good all such Injury according to Plans to be approved as aforesaid; and if in any of the Events or from any of the Causes last mentioned the free Use of such Tunnel by the *London and North-western* Railway Company shall be impeded or obstructed, the Company shall pay to the *London and North-western* Railway Company, as or by way of ascertained Damages, the Sum of One thousand Pounds for every Twenty-four Hours during which any such Impediment or Obstruction shall continue, and so in proportion for any less Period than Twenty-four Hours; and in default of Payment of any such Sum, or any such Losses, Liabilities, Costs, or Expenses, on Demand made on the Company, the *London and North-western* Railway Company may recover the same, with full Costs, in any Court of competent Jurisdiction.

Saving
Rights of the
London and
North-western and
Hampstead
Junction
Railway
Companies.

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

All Works
affecting
Water and
Gas Companies to be
executed to
Satisfaction
of their
Engineers.

59. All Works, Matters, or Things which under the Provisions of "The Railways Clauses Consolidation Act, 1845," or this Act, the Company may be empowered or required to do or execute with reference to the Mains, Pipes, Syphons, Plugs, or other Works of any Water or Gas Company respectively, shall be done and executed by and at the Cost of the 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.

Penalty for
interrupting
the Supply
of Water
or Gas.

60. If any Interruption whatsoever in the Supply of Water or Gas by any Company shall be in any way occasioned by the Company, or by the Act or Acts of any of their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them, or any or either of them, the Company shall forfeit and pay to such of the Companies whose Supply shall have been so interrupted, for the Use and Benefit of such Company, the Sum of Ten Pounds for every Hour

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Hour during which such Interruption shall continue, such Sum to be recovered by such Company in any Court of competent Jurisdiction.

61. Provided always, 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 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 respective Water and Gas Companies, as the Case may be, in any Court of competent Jurisdiction.

Repairs of Pipes to be borne by Company in certain Cases.

62. All Bridges constructed by the Company under any Roads or Streets shall be constructed so as not to lessen the present clear Width of such Road or Street, including the Footway, and shall be further so covered as to prevent, as far as may be practicable, the Escape of Steam, Smoke, or other offensive Effluvia into the said Roads and Streets, and such Bridges shall be so constructed, as far as may be practicable, so as to deaden the Sound of Engines, Carriages, and Traffic passing underneath them; and the Company shall not execute or commence the Erection of any such Bridges or Works as aforesaid until they shall have given to the Metropolitan Board of Works Fourteen Days Notice in Writing of their Intention to commence the same, by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the said Board fail to signify such Approval or their Disapproval or other Directions within Fourteen Days after Service of the said Notice and Delivery of the said Plans, Elevations, Sections, and other Particulars as aforesaid; and the Company shall comply with and conform to all reasonable Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Bridges and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works, so far as the Public Convenience is concerned, shall be done under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the said Board by the Company on Demand.

As to Bridges under Streets.

[Local.]

51 O

63. Where

The Metropolitan and Saint John's Wood Railway Act, 1864.

For Protection of
Sewers of
Metropolitan
Board of
Works and
of Vestries.

63. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as to interfere with, any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry constituted under "The Metropolis Management Act, 1855," and "The Metropolis Management Amendment Act, 1862," or with any Sewers or Works to be made or executed by the said Board or Vestries, or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Works until they shall have given to the said Metropolitan Board or to the Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Sections showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all reasonable Directions and Regulations of the respective Board or Vestry in the Execution of the said Works, and shall provide, by new, altered, or substituted Works, in such Manner as such Board or Vestry shall reasonably require, for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before referred to by or by reason of the said intended Works, or any Part thereof, and shall save harmless the said Metropolitan Board and Vestries respectively against all and every the Expense to be occasioned thereby, and all such Works shall be done under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board or Vestry, as the Case may be, at the reasonable Costs, Charges, and Expenses in all respects of the Company; and all reasonable Costs, Charges, and Expenses which the said Metropolitan Board or Vestry may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to such Board or Vestry by the Company, on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Board and Vestry respectively, and be maintained by them, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice,

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prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Board and Vestries or any of them, or their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

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

Local Rates
to be made
good.

65. The Powers of the Company over the Lands in the Parish of *Saint Marylebone* shown in the said Plan and Book of Reference which the Right Honourable *Edward Berkeley* Baron *Portman* is entitled to or interested in shall be subject to the following Restrictions; (that is to say,)

Powers of
Company
over Lands
belonging
to Lord
Portman.

No Part of the Lands numbered One to Sixty-five inclusive on the said Plan shall be used for any other Purpose than for the Line of Railway and a Passenger Station connected therewith; and no Steam Engine shall be erected on any Part of the said Lands, nor shall any Erection be made thereon, or on any Part thereof, above the present Surface of such Lands, (other than such Passenger Station as aforesaid,) without the Consent in Writing of the said *Edward Berkeley* Baron *Portman*, his Heirs or Assigns.

66. The Passenger Station to be erected on the said Lands as aforesaid shall be constructed according to an external Plan and Elevation to be previously approved by the Surveyor of the said *Edward Berkeley* Baron *Portman*, and by the Engineer of the Company, or, in case they cannot agree, by an Umpire to be nominated by the Board of Trade.

Plan of
Station in
Marylebone
Road to be
approved by
Surveyor
of Lord
Portman.

67. So much of the 128th Section of "The Lands Clauses Consolidation Act, 1845," as exempts Lands situate within a Town, or Lands built upon or used for Building Purposes, from the Operation of the said Section, shall not extend or apply to any Lands which the said *Edward Berkeley* Baron *Portman* is entitled to or interested in, or which the Company may acquire under the Powers of this Act; and before disposing of any superfluous Lands which the said *Edward Berkeley* Baron *Portman* is entitled to or interested in, the Company shall

Lord Port-
man to have
a Right of
Pre-emption
of super-
fluous Lands
purchased
from him.

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shall offer to sell the same to him, his Heirs or Assigns, and the 129th, 130th, and 131st Sections of the said Act shall apply to such Offer of Sale in the same Manner as if the same had been an Offer of Sale made in pursuance of the said Act.

On Sale of
certain su-
perfluous
Lands first
Offer to be
made to
George
John Eyre.

68. So much of the 128th Section of "The Lands Clauses Consolidation Act, 1845," as exempts Lands situate within a Town, or Lands built upon or used for Building Purposes, from the Operation of the said Section, shall not extend or apply to any Lands belonging to *George John Eyre*, and which the Company may acquire under the Powers of this Act.

Saving
Rights of
Regent's
Canal Com-
pany.

69. Whereas it is intended to carry the Railway by this Act authorized to be made by means of a Bridge over the *Regent's Canal* at a Point about Fifty-three Yards Westward of *Park Road Bridge* (and marked 96 and 97 on the deposited Plan) in the Parish of *Saint Marylebone* in the County of *Middlesex*, and it is expedient to make Provision in respect thereof: Therefore, except as herein-after mentioned, nothing in this Act contained shall take away, diminish, or affect any of the Rights, Privileges, or Powers vested in the Company of Proprietors of the *Regent's Canal* (herein-after called "the Canal Company"), and the Company shall not, without the Consent of the Canal Company under their Common Seal, alter the Line or Level of the Canal or of the Towing-path thereof, or obstruct or impede the Navigation of the Canal, or divert, intercept, cut off, take, use, or diminish any of the Waters in the Canal, or which may be taken for the Use of or which supply the Canal, or injure or interfere with any of the Works of the Canal, or diminish or alter the Width of the Waterway or Towing-path thereof, or take or use any Part of the Canal, or of the Towing-path, Locks, Lay-byes, Wharfs, or Works connected with the Canal, or any Land belonging to the Canal Company, or in which the Canal Company is interested; and nothing herein contained shall compel the Canal Company to convey to the Company the Fee Simple of any Land belonging to them, and the Fee Simple of the Canal Company's Land over which the Railway and the Works connected therewith are intended to pass shall remain vested in the Canal Company, subject nevertheless to the Right of the Company and their Successors for ever hereafter to construct and maintain the Railway and Works hereby authorized, and to have, use, and possess such Way and Passage for the Railway and Works by means of a Bridge over the Canal, as are hereby provided for, together with all Rights and Easements necessary to the due Use and Enjoyment of the same.

As to Con-
struction of
Bridge over

70. For the Purpose of carrying the Railway over the *Regent's Canal*, the Company shall construct and make a Bridge of Brick,
Stone,

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Stone, or Iron, and no Part of the Soffit or under Side of the Bridge shall be less than Ten Feet clear above the Level of the top Surface of the present Weir of *Hampstead Road Lock* of the Canal; and the Bridge shall be so constructed as to span the Canal, Towing-path, and other Property adjoining thereto in which the Canal Company is interested, without Obstruction, and so as to leave a clear, uniform, and uninterrupted Opening over the same: Provided always, that the Company shall not be required to make the Bridge over such Canal, Towing-path, and other Property of a greater Span than Eighty Feet, measured at Right Angles to the Face of the Abutments thereof; and all the before-mentioned Works shall be carried on and completed so and in such Manner that no Obstruction shall be caused to the Boats or Barges navigating the Canal, or the Horses towing the same, and the Company shall during the Progress of constructing the Bridge and the Works connected therewith, and of any necessary Repairs thereof, at all Times leave open and uninterrupted the navigable Waterway of the Canal, and the Towing-path thereof.

the Regent's
Canal.

71. The Bridge and all the Works connected therewith shall be constructed and for ever thereafter maintained in good, substantial, and Water-tight Repair by the Company; and so far as relates to all necessary Precautions for the Safety of the Canal and the Towing-path, the Water in the Canal and the Works connected therewith, and for preserving a free and uninterrupted Passage along the Canal and Towing-path, the Bridge and all the Works connected therewith, and all future Repairs thereof that may be required from Time to Time, shall be constructed and performed according to Plans and Specifications to be submitted to and subject to the reasonable Approval of the Engineer for the Time being of the Canal Company previously to the Commencement of the Works, which shall be commenced, carried on, and completed under the Superintendence and to the reasonable Satisfaction of such Engineer; and in case, during the Progress of any of the Works, any Damage shall be occasioned to the Canal or Towing-path, or the Works thereof respectively, the Company shall, under such Superintendence and to such reasonable Satisfaction as aforesaid, restore the same to the same State and Condition as before the happening of any such Damage, and if the Works connected with the Bridge or any Part thereof shall be imperfectly constructed, or if at any Time or Times thereafter the Bridge or any Part thereof respectively shall be out of repair, or if in sinking the Foundations of the Abutments of the Bridge or the Works connected therewith respectively, or otherwise, any Loss of Water or any Obstruction of the Navigation of the Canal shall occur, and Notice thereof in Writing shall be given by any Agent of the Canal Company to the Company or their Secretary or other Officer, and the Company shall

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

[Local.]

51 P

not,

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not, for the Space of Fourteen Days after such Notice shall have been given, or forthwith if the Nature of the Case shall require it, well, sufficiently, and effectually amend such Construction, or repair such Bridge or Works, or prevent such Loss of Water, or remove such Obstruction, as the Case may be, under such Superintendence and to such reasonable Satisfaction as aforesaid; and complete the same with all reasonable Expedition, it shall be lawful for the Canal Company from Time to Time to make good such Construction, to perform such Repairs, to prevent such Loss of Water, or to remove such Obstruction, as the Case may require; and the Company shall from Time to Time pay to the Canal Company within Fourteen Days after Demand, all the Costs and Expenses which may be incurred by them in and about the Superintendence and the Construction of all the herein-before mentioned Works and Repairs.

Bridge, &c.
to be com-
pleted in
Twelve
Months.

Penalty for
causing Loss
of Water
or Obstruc-
tion in the
Navigation
of the
Regent's
Canal.

72. The Bridge and all the Works connected therewith shall be completed within the Period of Twelve Months after the Day on which the same or any of them respectively are commenced, and if the same or any of them respectively are not completed within that Period the Company shall forfeit and pay to the Canal Company as liquidated Damages the Sum of Twenty Pounds for every Day after the Expiration of that Period, until the same and every Part thereof shall be completed; and if in the Execution of any of the Works by this Act authorized to be made, or by reason or in consequence of any Act, Neglect, or Omission of the Company, or their Agents, Servants, or Workmen, or if in sinking the Foundations of the Abutments of the Bridge, or in consequence of any of the Works when made, the Water of the Canal shall leak, escape, or run to waste, the Company shall pay to the Canal Company the Sum of Ten Pounds as liquidated Damages for every reasonably estimated Nine thousand Cubic Feet of Water which shall have so leaked, escaped, or run to waste, and in the same Proportion for any greater or less Quantity; and if by reason of any of the Circumstances or Causes aforesaid, it shall happen that the Navigation of the Canal or the Passage along the Towing-path thereof shall be so obstructed or interrupted as that Boats or Barges navigating the Canal, or the Horses towing the same, shall be impeded in their Passage, or shall not be able to pass uninterruptedly along the Canal or Towing-path, or either of them, then and in every such Case the Company shall pay to the Canal Company the Sum of Ten Pounds as liquidated Damages for every Hour during which any and every such Obstruction or Interruption shall continue after Notice thereof shall have been given by any Agent of the Canal Company to the Company or their Secretary or other Officer; but if any such Obstruction shall continue for the Space of more than

Seventy-

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Seventy-two consecutive Hours after such Notice, or shall be caused by any wilful Act, Neglect, or Omission on the Part of the Company, or of any of their Agents, Servants, or Workmen, then and in every such Case the Company shall pay to the Canal Company the Sum of Twenty Pounds as liquidated Damages for every Hour during which such Obstruction or Interruption shall continue.

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

Regent's
Canal Com-
pany and
others not
to be pre-
cluded from
recovering
special
Damages.

74. Notwithstanding anything in this Act contained to the contrary, it shall not be lawful for the Company (without, in each Instance, the previous Consent for the Purpose of the *Metropolitan Railway Company* in Writing under their Common Seal) in any Manner, either permanently or temporarily, to enter upon, take, or use any of the Land belonging to or required by the *Metropolitan Railway Company*, and which they are authorized to purchase, or in any Manner to alter, vary, or interfere with the said *Metropolitan Railway* or the Works appertaining thereto.

Land and
Works of
*Metropolitan
Railway
Company*
not to be
interfered
with without
Consent.

75. In constructing the said Railway through the Lands of Sir *Thomas Maryon Wilson* Baronet the following Provisions shall be observed by the Company:

As to Con-
struction of
Railway
through
Lands of Sir
T. M. Wil-
son, Bart.

The Railway shall be constructed by means of a covered Way so that the finished Surface of such Way shall not be higher at any Part thereof than Three Feet Six Inches above the present Level of the Centre of the *New Finchley Road* opposite to such Part, and as near to the West Side of such Road as may be practicable, and so that the Crown of the Arch of such covered Way shall be covered by a Layer of Soil of not less than One Foot Six Inches in Thickness, and that the highest Point of any such Surface of Soil shall not be more than Three Feet Six Inches above the present Level of the said Road opposite to such Part:

The

The Metropolitan and Saint John's Wood Railway Act, 1864.

The Company shall, at their own Expense, make the Space between such covered Way and the said Road as nearly on a Level with the present Level of the same Road as may be practicable, and the Land Slope or Gradient from the finished Surface of such covered Way to the present Level of the Land of Sir *Thomas Maryon Wilson* on the West Side of such covered Way shall not be less than One in Thirty :

No Building shall ever be erected by the Company on the said Lands between the *Midland* Railway as intended to be constructed and the existing Houses on the North Side of the *New Finchley Road*, except a Passenger Station of an ornamental Character, without the Consent of the said Sir *Thomas Maryon Wilson* or other the Owners of the immediate Estate of Freehold in the said Lands for the Time being :

The Company shall not purchase or take any of the Lands between the *Midland* Railway as intended to be constructed and the said Houses on the North Side of the *New Finchley Road*, except so much as may be necessary for the Erection of a Passenger Station as aforesaid, but the Company may purchase and take, and the said Sir *Thomas Maryon Wilson* and other the Owners of or Parties interested in the said Lands for the Time being may and shall sell and grant accordingly, a perpetual Easement or permanent Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same ; and nothing herein contained shall compel the said Sir *Thomas Maryon Wilson* or other the Owner as aforesaid to convey to the Company the Fee Simple of any of the said Lands (except so much as may be necessary for the Erection of the aforesaid Station) ; and the Fee Simple of the Land of the said Sir *Thomas Maryon Wilson* under or over which the Railway and the Works connected therewith are intended to pass shall remain vested in the said Sir *Thomas Maryon Wilson* or other the Owners of the said Lands for the Time being, subject nevertheless to the Right of the Company for ever hereafter to construct and maintain the Railway and Works hereby authorized, and to have, use, and possess a Way and Passage for the Railway and Works by means of a covered Way through the said Lands as are hereby provided for, together with all Rights and Easements necessary to the due Use and Enjoyment of the same :

Two Road Approaches shall be properly formed of Soil, but not paved or metalled, to the reasonable Satisfaction of the said Sir *Thomas Maryon Wilson's* Engineer, at the Expense of the Company, from the *New Finchley Road* across the Railway to a Point on the West Side of the Railway where, by a Slope or Gradient of One in Forty, the said Roads will come to a Level with

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with the present Surface of the Land on the West of the Railway opposite to such Roads, such Roads to be not less than Sixty Feet wide, and to be at such Points as the said Sir *Thomas Maryon Wilson* or other the Owners for the Time being as aforesaid may point out within Six Months from the passing of this Act, and the Surface of such Roads over the Railway shall not be more than One Foot higher than the present Level of the Centre of the said *New Finchley Road* opposite to such Roads; Sewers shall be made across and under the Railway in the Lines of the Roads so formed by the Company as may be sanctioned by the Vestry of *Hampstead* Parish.

76. The Company shall not, upon any of the Lands or Premises acquired by them for the Purposes of their Undertaking, and purchased by them of the said Sir *Thomas Maryon Wilson*, manufacture or cause or permit to be manufactured any Coke or Gas, or store or permit or cause to be stored any Gas in any Gasholder, or erect or cause or permit to be erected any Factory, Workshop, Forge, Furnace, or other Building (except as herein-after provided for) for carrying on, or carry on or cause or permit to be carried on, any Works, Manufactory, Trade, or Business whereby Nuisance or Prejudice from any Smoke, offensive Effluvia, Noise, or otherwise may be occasioned to the Owners or Occupiers of the adjoining neighbouring Lands and Premises, and shall not, either directly or indirectly, by themselves or others, sell or store or screen, or permit to be stored or screened, or keep, for the Purposes of Sale, any Coals on any Part of their Land acquired for the Purposes of their said Undertaking, and purchased from the said Sir *Thomas Maryon Wilson*: Provided, that nothing in the last preceding Enactment contained shall be construed to prevent the Company from storing on the said Lands such Gas, Coals, and Coke, or having such Workshops, Forges, Furnaces, or other Buildings and Conveniences, as may be reasonably necessary for the Purposes of working the said Railway.

Prohibiting
Nuisances
on Land of
Sir T. M.
Wilson.

77. And whereas the Railway by this Act authorized will cross the *Midland* Railway (Extension to *London*) authorized by an Act of last Session, at a Point where by a Bill now before Parliament, called "The *Midland* Railway (New Lines, &c.) Bill," the *Midland* Railway Company seek to alter the Levels of the said *Midland* Railway, and the Railway will intervene between the intended Station of the *Midland* Railway and the *Finchley Road*: Therefore the following Conditions and Restrictions shall be in force with respect to that Portion of the Railway which affects the said *Midland* Railway:

For the Pro-
tection of
the *Midland*
Railway.

[*Local.*]

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(1.) The

The Metropolitan and Saint John's Wood Railway Act, 1864.

- (1.) The Company are hereby authorized and required to carry their Railway over the Extension to *London* of the *Midland* Railway authorized by the Act of last Session, but as altered by any Act which may have passed or may be passed in the present Session, by a Girder Bridge with a clear Span of Fifty Feet, measured at Right Angles with the *Midland* Railway, and with a clear Headway above the Rails of the *Midland* Railway for the whole Distance of Fourteen Feet Six Inches:
- (2.) The *Midland* Railway Company shall make their Railway, and lay the Rails thereof, where the same will be crossed by the said Bridge, Two Feet lower than is shown upon the deposited Sections referred to in the said *Midland* Railway (New Lines, &c.) Bill:
- (3.) The Company shall at all Times maintain the said Bridge in complete and substantial Repair and Condition, to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *Midland* Railway Company; and if and whenever the Company fail so to do, the *Midland* Railway Company may make and do, in and upon as well the Lands of the Company as their own Lands, all such Works and Things as the *Midland* Railway Company shall deem requisite in that Behalf, and the reasonable Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company, and in default of full Payment the Amount due may be recovered, with full Costs, by the *Midland* Railway Company from the Company in any Court of competent Jurisdiction:
- (4.) The Company shall not acquire a greater Width of Land than Twenty Yards where the Railway crosses the *Midland* Railway, and for a Distance of Thirty Yards on each Side of that Railway, nor a greater Width than Fifty Yards anywhere between the *Midland* Railway and the *Hampstead Junction* Railway, and the Railway shall be constructed so that the *Finchley Road* shall be the Eastern Boundary of the Land to be acquired by the Company, and the Company shall not take or enter upon or use, either temporarily or permanently, any of the Lands of the *Midland* Railway Company, or which that Company are authorized to acquire, without the Consent in Writing of that Company, under their Common Seal, first obtained, further or otherwise than is necessary for the Construction of the Railway in manner herein-before provided:
- (5.) The Railway shall be made by means of a covered Way where it crosses the *Midland* Railway, and for Thirty Yards on each Side of that Railway, and the Company shall at their own Expense pave or metal such covered Way and the Surface of the Land, if any, intervening between such covered Way and the

The Metropolitan and Saint John's Wood Railway Act, 1864.

the *Finchley Road*, and the Surface of such Paving or Metalling shall not be more than Thirty Feet Six Inches above the Rails of the *Midland Railway*; and the Surface of such covered Way and intervening Land, if any, appropriated to the sole Use of the *Midland Railway Company* shall be repaired by them, or if used by both Companies shall be maintained at their joint Expense:

- (6.) The *Midland Railway Company* shall have the Power at any Time, at their own Expense, to cross under the Railway hereby authorized, for the Purpose of laying down additional Rails, or for other Purposes, at any Point within Forty Yards North of the centre Line of the *Midland Railway*, and if in the Exercise of this Power the *Midland Railway Company* shall interfere temporarily or otherwise with the Construction, Maintenance, or Use of the Railway or Works of the Company, they shall compensate the Company therefor:
- (7.) The said Bridge and covered Way shall be constructed under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *Midland Railway Company* and according to Plans, Specifications, and Drawings to be approved of by such Engineer before the Work is commenced:
- (8.) The Stations of the Two Companies shall be so arranged as to afford all reasonable Facilities for the Interchange of Traffic.

78. The *Midland Railway Company* shall so construct their Railway Works and Approaches as not to hinder or prejudicially interfere with the Company in the Formation of the Railway, subject to the Conditions and Restrictions lastly herein-before contained.

Midland Company in constructing their Works not to interfere with Company in their Works.

79. Neither Company shall, in the Execution or Maintenance of their respective Works in any Manner obstruct, hinder, or prejudicially interfere with the free, uninterrupted, and safe User of the Railway of the other Company and the safe Conduct of the Traffic on such Railway.

Neither Company to interfere with the other Company's Railway.

80. If any Dispute shall arise under this Act between the Company and the *Midland Railway Company* or their Engineers, the Matters in dispute shall from Time to Time be settled by Arbitration, and in case of Difference as to the Appointment of an Umpire, such Umpire shall be appointed by the Board of Trade on the Application of either Company, and the Costs of such Arbitrations shall be paid by such One of the Companies, or in such Proportions by the Two Companies, as the Arbitrator may determine.

For Settlement of Disputes between Companies.

81. With respect to so much of any Land of the *Midland Railway Company* which the Company are by this Act from Time to Time

Company to acquire only Easements

The Metropolitan and Saint John's Wood Railway Act, 1864.

in Land of
the Midland
Railway
Company.

Time authorized to use, enter upon, or interfere with as shall be required for the Purposes of the Construction of the Bridge and other Works connected therewith over the *Midland* Railway, the Company shall not purchase and take such Land, but the Company may purchase and take, and the *Midland* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which, but for this Enactment, the Company might purchase and take the same.

Saving
Rights of
the Midland
Railway
Company.

82. Provided always, That, except as is by this Act expressly provided, this Act or anything herein contained shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *Midland* Railway Company.

Lands to be
bought by
Compulsion
in Three
Years.

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

Period for
Completion
of Railway.

84. The Railway shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall be then completed.

Money de-
posited in
the Court
Chancery to
be forfeited
to the Crown
in a certain
Event.

85. 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, the Sum of Twenty-four thousand Pounds has been deposited pursuant to the said Act in respect of the Application to Parliament for this Act, being Eight *per Centum* upon Three hundred thousand Pounds, the estimated Cost of the Railway: Be it enacted, That notwithstanding anything contained in the said recited Act, the said Sum of Twenty-four thousand Pounds so deposited as aforesaid in respect of the Application for 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 mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway, either open the 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 Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the

The Metropolitan and Saint John's Wood Railway Act, 1864.

the said Capital ; and if the said Period shall expire before the Company shall either have opened the 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 at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Twenty-four thousand Pounds shall have been executed by the 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 Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Twenty-four thousand Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the 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 Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the 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 in the said recited Act to the contrary notwithstanding ; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid ; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Fact so certified.

36. It shall be lawful for the Company to levy and demand Tolls: Tolls for the Use of the Railway, not exceeding the following ; (that is to say,)

For every Passenger conveyed in or upon a First-class Carriage, For Passengers :

Fourpence :

[*Local.*]

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For

The Metropolitan and Saint John's Wood Railway Act, 1864.

For every Passenger conveyed in or upon a Second-class Carriage,
Threepence :

For every Passenger conveyed in or upon a Third-class Carriage,
Twopence :

For Parcels.

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

Not exceeding in Weight Seven Pounds, Twopence ; exceed-
ing Seven Pounds and not exceeding Fourteen Pounds,
Threepence ; exceeding Fourteen Pounds and not exceeding
Twenty-eight Pounds, Fourpence ; exceeding Twenty-eight
Pounds and not exceeding Fifty-six Pounds, Sixpence ; ex-
ceeding Fifty-six Pounds and not exceeding Five hundred
Pounds, such Sum as the Company think proper.

Passengers
Luggage.

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

Company
not to carry
heavy
Goods.

88. The Company shall not carry on their Railway any heavy
Goods.

Trains for
Labouring
Classes.

89. The Company shall and they are hereby required, at all
Times after the opening of the Railway, to run a Train every Morning
in the Week from *St. John's Wood* to *Baker Street*, and One Train
from *Baker Street* to *St. John's Wood* every Evening (*Sundays*,
Christmas Day, and *Good Friday* always excepted), at such Hours
(not being later than Seven in the Morning or earlier than Six in the
Evening) as may be most convenient for the Labouring Classes
resident at or near *St. John's Wood*, and having Business in *London*,
at Fares not exceeding One Penny per Passenger for each Journey,
and each such Train shall stop at every intermediate Station : Pro-
vided, that in case of any Complaint made to the Board of Trade of
the Hours appointed by the Company for such Trains, the said Board
shall have Power to fix and regulate the same from Time to Time,
and also that, if in any continuous Period of Six Months it shall be
found that less than One hundred Passengers on the average shall
have been conveyed by each of such Trains, the Company, on Proof
of that Fact to the Satisfaction of the Board of Trade, may dis-
continue the running of such Trains, but the said Board may at any
Time order the Resumption thereof by the Company if it shall seem
to the said Board desirable so to do.

Power to
enter into
Traffic Ar-

90. The Company on the one hand, and the *Metropolitan Rail-
way Company* on the other hand, may from Time to Time enter
into

The Metropolitan and Saint John's Wood Railway Act, 1864.

into Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

The Working, Use, Management, Maintenance, and Repair of the Railway, and the Collection, Conveyance, and Conduct of the Traffic thereof, and the Supply of any Rolling or Working Stock, or of any Officers or Servants required for such Purposes:

The fixing, collecting, and levying of the Tolls, Rates, and Charges arising on the Railway, or from and in respect of the Traffic thereof:

The Division between the contracting Companies of the Receipts arising from the Traffic upon the Railways of the contracting Companies, and the Payments to be made respectively by those Companies with respect to any of the Matters aforesaid.

rangements
with Metro-
politan Rail-
way Com-
pany.

91. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorize the Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights, of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent 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, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving
Rights of
the Crown.

92. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Powers of borrowing, to pay Interest or Dividend to any Shareholder upon the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that 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 on
Calls not to
be paid out
of Capital.

93. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, 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 Com-

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

pany

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pany to construct any other Railway, or to execute any other Work or Undertaking.

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

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

Short Title.
Expenses of
Act.

95. This Act may be cited as "*The Metropolitan and Saint John's Wood Railway Act, 1864,*" and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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