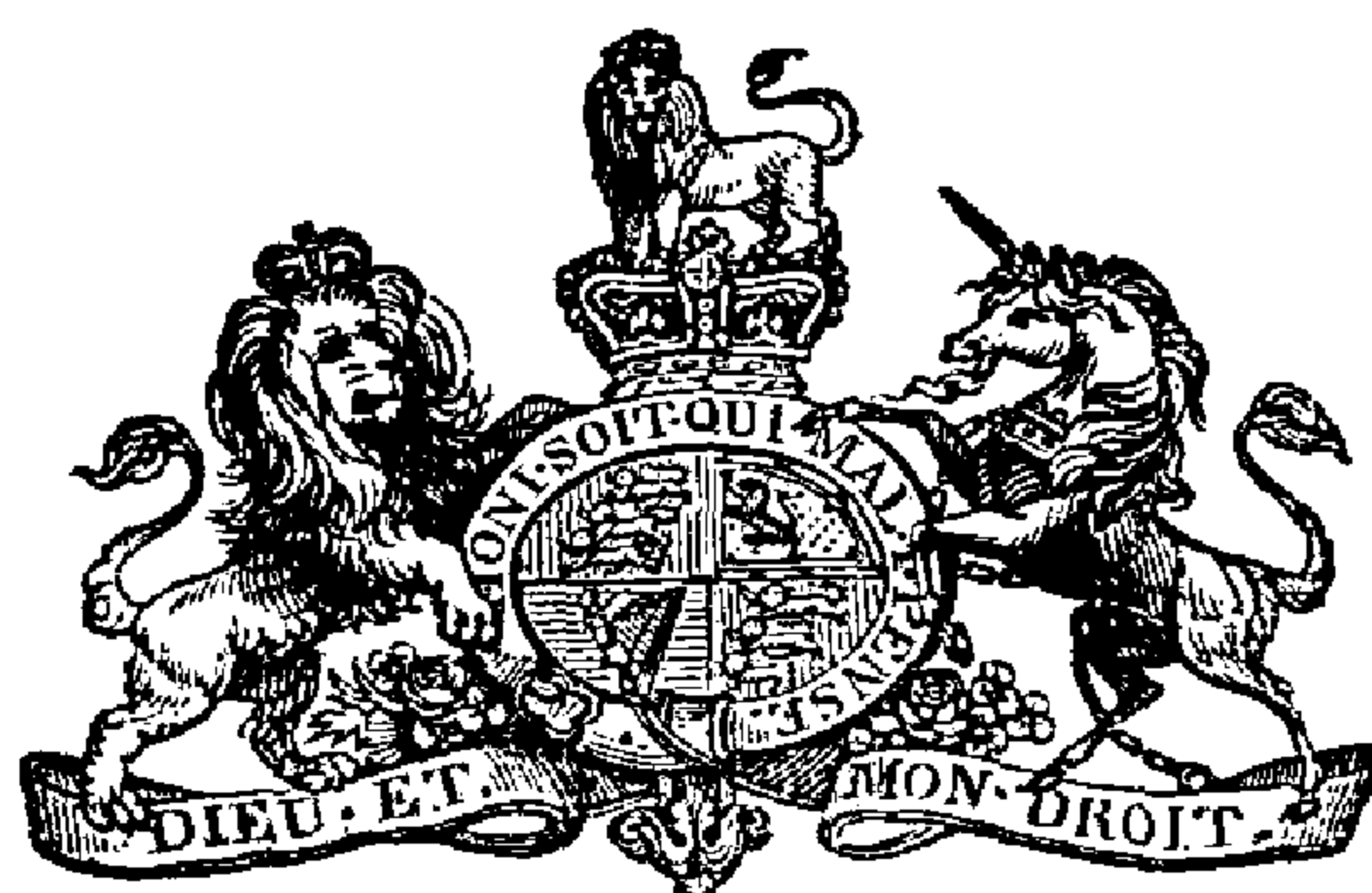




CHAP. cci.

An Act for incorporating the London Central Railway Company, and authorising them to make and maintain the London Central Railway, and to make new Streets between Oxford Street and Leicester Square, and between Leicester Square and Castle Street ; and for other purposes.

A.D. 1871.

[14th August 1871.]

WHEREAS the making and maintaining of railways from the London and North-western Railway at Euston Station and the Midland Railway near St. Pancras Station to the Charing Cross Railway at Charing Cross would afford a new and improved means of communication between some of the principal railways north and south of the Thames, and would afford additional facilities for communication by railway between the central parts of the metropolis and the city of London, and between Charing Cross and the central parts of the metropolis and districts traversed by the London and North-western and Midland Railways respectively, and would be of great public and local advantage :

And whereas the making of new streets between Oxford Street and Leicester Square, and between Leicester Square and Castle Street, would be of public and local advantage, and could be conveniently and economically effected in connexion with the construction of the railways by this Act authorised :

And whereas the persons in that behalf in this Act named, with others, are willing at their own expense to construct the proposed railways and streets, if authorised by Parliament so to do, and are desirous of being incorporated into a Company for the purpose :

And whereas it is expedient that the Company and the London and North-western Railway Company, and the Midland Railway Company, and the South-eastern Railway Company (herein-after called the three Companies), or any one or more of them, be authorised to enter into and carry into effect the agreements and arrangements by this Act authorised :

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And whereas it is expedient that the Metropolitan Board of Works be authorised to contribute towards the cost of making the new streets :

And whereas it is expedient that provision be made for authorising agreements and arrangements between the Company and the Metropolitan Board of Works as by this Act authorised :

And whereas plans and sections of the proposed railways and streets, showing the line and levels thereof respectively, and the lands which may be taken for the purposes of this Act, and also books of reference to the plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of the lands, have been deposited with the clerk of the peace for the county of Middlesex, and those plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference :

And whereas the objects of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title.

1. This Act may be cited for all purposes as "The London Central Railway Act, 1871."

Provisions
of general
Acts herein
named in-
corporated.

2. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of "The Companies Clauses Act, 1863," "The Companies Clauses Act, 1869," "The Lands Clauses Consolidation Acts," 1845, 1860, and 1869, "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpre-
tation of
terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith, have the same respective meanings unless there be something in the subject or context repugnant to or inconsistent with such construction; the expression "the Company" means the Company incorporated by this Act; the expression "the railway" means the railways by this Act authorised; the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act, or any Act wholly or partially incorporated

herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute. A.D. 1871.

4. In construing in connexion with this Act the Acts and parts of Acts incorporated herewith, the expression "parish clerks of the several parishes in England," and the expression "parish clerks" in "The Railways Clauses Consolidation Act, 1845," respectively, mean in the case of the parishes of Saint Pancras, Saint Marylebone, and Saint Martin in the Fields, the respective vestry clerks of those parishes; in the case of the parish of Saint Giles in the Fields, the clerk of the district board of works for the district of Saint Giles; and in the case of the parish of Saint Anne, Soho, the clerk of the district board of works for the district of the Strand.

Interpre-
tation of
term "parish
clerks," &c.

5. Basil Thomas Woodd, Benjamin Bradford Reed, John Cater, William Henry Barry, James Dixon Mackenzie, George Smith, Philip Hemery Le Breton, and all other persons and corporations who have already subscribed, or shall hereafter subscribe to the undertaking, and their executors, administrators, successors, or assigns respectively, shall be united into a company for the purpose of making and maintaining the railways and streets by this Act authorised, and for other the purposes of this Act; and for those purposes shall be incorporated by the name of "The London Central Railway Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Company
incorporated.

6. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railways, streets, and works hereinafter described, and may enter upon, take, and use such of the lands delineated on the deposited plans, and described in the deposited books of reference, as may be required for that purpose; and, where the Company think fit, they may, for any of the purposes of this Act, purchase the whole of the lands delineated and numbered on the deposited plans and described in the deposited books of reference. The railways herein-before referred to and authorised by this Act comprise the following railways, with all proper and necessary stations, sidings, approaches, communications, works, and conveniences connected therewith, or incidental thereto respectively; (that is to say,)

Power to
make rail-
way and
streets
according
to deposited
plans.

Railway (No. 1). A railway 1 mile 7 furlongs 1.95 chains in length, commencing in the parish of St. Pancras by a junction

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—

with the London and North-western Railway in the Euston Station, and terminating in the parish of St. Martin in the Fields by a junction with the Charing Cross Railway :

Railway (No. 2). A railway 3 furlongs 9·55 chains in length, wholly situate in the parish of St. Pancras, commencing by a junction with the Midland Railway, and terminating by a junction with Railway No. 1 :

Railway (No. 3). A railway 1 furlong 6·25 chains in length, wholly situate in the parish of St. Pancras, commencing by a junction with the London and North-western Railway in the Euston Station, and terminating by a junction with railway No. 2.

And the streets herein-before referred to and authorised by this Act comprise the following streets, with all necessary and proper roadways, footways, approaches, drains, culverts, and other works and conveniences connected therewith; that is to say,

Street (No. 1). A street wholly situate in the parishes of St. Anne, Soho, and St. Giles in the Fields, commencing on the southern side of Oxford Street, and terminating on the northern side of Leicester Square :

Street (No. 2). A street wholly situate in the parish of St. Martin in the Fields, commencing in the south-east corner of Leicester Square and terminating on the western side of Castle Street :

All which railways, streets, and works will be wholly situate in the county of Middlesex.

Capital and
number and
amount of
shares.

7. The capital of the Company shall be one million five hundred thousand pounds, in one hundred and fifty thousand shares of ten pounds each.

Shares not
to issue until
one fifth
paid up.

8. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Calls.

9. One fifth of the amount of a share shall be the greatest amount of a call, and two months at the least shall intervene between successive calls, and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Power to
divide
shares.

10. Subject to the provisions of this Act, the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially

convened for the purpose, may from time to time divide any share in their capital into half shares, of which one shall be called "preferred half share," and the other shall be called "deferred half share:" Provided always, that the Company shall not divide any share under the authority of this Act, unless and until not less than sixty per centum upon such share has been paid up, and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share.

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11. The dividend which would from time to time be payable on any divided share, if the same had continued an entire share, shall be applied in payment of dividends on the two half shares, in manner following; (that is to say,) first, in payment of dividend after such rate, not exceeding six per centum per annum, as shall be determined at a general meeting of the Company specially convened for the purpose, on the amount for the time being paid up on the preferred half share, and the remainder, if any, in payment of dividend on the deferred half share; and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends
on half
shares.

12. Each preferred half share shall be entitled, out of the profits of each year, to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number; but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year, no part of the deficiency shall be made good out of the profits of any subsequent year, or out of any other funds of the Company.

Dividend on
preferred
shares to be
paid out of
the profits
of the year
only.

13. Forthwith after the creation of any half shares, the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued; and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof: Provided always, that the directors shall not be bound to issue a certificate of any half share until the certificate of the existing share be delivered to them to be cancelled, unless it be shown to their satisfaction that the certificate is destroyed or lost, and on any such certificate being so delivered up the directors shall cancel it.

Half shares
to be regis-
tered and
issued.

A.D. 1871.

Terms of
issue to be
stated in
certificates.Forfeiture
of preferred
shares.Preferred
shares not
to be can-
celled or
surrendered.Half shares
to be half
shares in
capital.Power to
borrow on
mortgage.

14. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

15. The provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the forfeiture of shares for non-payment of calls, shall apply to all preferred half shares to be created under the authority of this Act, and every such preferred half share shall for that purpose be considered a whole share, distinct from the corresponding deferred half share: Provided always, that until any forfeited preferred half share shall be sold by the directors of the Company, all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expense attending the declaration of forfeiture thereof, and of the arrears of calls for the time being due thereon, with interest.

16. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

17. The several half shares under this Act shall be half shares in the capital of the Company, and every two preferred or deferred half shares held by the same person shall confer such right of voting at meetings of the Company, and (subject to the provisions hereinbefore contained) shall confer and have all such other rights, qualifications, privileges, liabilities, and incidents as attach and are incident to an entire share.

18. The Company may from time to time borrow on mortgage any sum not exceeding in the whole five hundred thousand pounds, but no part thereof shall be borrowed until the whole capital of one million five hundred thousand pounds is subscribed for and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845" (before he so certifies), that the whole of the capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in the capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant his certificate that the proof aforesaid has been given him, which certificate shall be sufficient evidence thereof.

19. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver, in respect of principal or principal and interest, the amount owing to the mortgagees by whom the application for a receiver shall be made shall not be less than ten thousand pounds in the whole.

A.D. 1871.
 —
 Arrears may be enforced by appointment of receiver.

20. The Company may create and issue debenture stock.

Debenture stock.

21. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied to the purposes of this Act only.

Application of moneys.

22. The first ordinary meeting of the Company shall be held within twelve months next after the passing of this Act, and the subsequent ordinary meetings of the Company shall be held twice in every year, in the months of February or March, and August or September, as the directors may appoint.

First and subsequent meetings.

23. The number of the directors shall be seven.

Number of directors.

24. The qualification of a director shall be the possession in his right of not less than fifty shares.

Qualification of directors.

25. The quorum of a meeting of directors shall be three.

Quorum of directors.

26. Basil Thomas Woodd, Benjamin Bradford Reed, John Cater, William Henry Barry, James Dixon Mackenzie, George Smith, and Philip Hemery Le Breton shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present, in person or by proxy, may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the places of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting, the shareholders present, personally or by proxy, shall elect persons to supply the places of the directors then retiring from office, agreeably to the provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several persons elected at any such meeting, being neither removed nor disqualified, nor having resigned, shall continue to be directors until others are elected in their stead, in manner provided by the same Act.

First directors.

Election of directors.

27. The quantity of land to be taken by agreement by the Company for the extraordinary purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed two acres.

Lands for extraordinary purposes.

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Powers for
compulsory
purchases
limited.As to junc-
tions with
London and
North-
western
Railway.Provisions
as to junc-
tion with
Midland
Railway.

28. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of two years from the passing of this Act.

29. The junctions by this Act authorised with the London and North-western Railway shall be made at such points as shall be agreed upon by the respective engineers of the Company and the London and North-western Railway Company.

30. The junction of railway No. 2 with the Midland Railway shall be effected subject to and in accordance with the following provisions, and not otherwise; (that is to say,)

- (1.) The junction shall be effected at the point shown on the deposited plans, or at such other point within the limits of deviation as may be agreed upon between the Company and the Midland Railway Company, and in all respects in such manner as shall previously have been approved of by the engineer for the time being to the Midland Railway Company; and the junction and the works connected therewith, including so much of railway No. 2 as may be situated within or upon the property of that Company, shall be executed by them, and the cost thereof shall upon demand be repaid to them by the Company, and in default thereof may be recovered in any court of competent jurisdiction; if any difference of opinion shall arise between the two Companies as to the mode of giving effect to this sub-section, the same shall be determined by a referee to be appointed by the Board of Trade, on the application of either of the two Companies, at the cost of the Company:
- (2.) The Company shall not, except by agreement, use, enter upon, or interfere with, or acquire any right, title, or interest to or in any lands belonging to the Midland Railway Company, except such as may be required for the purposes of constructing railway No. 2 and effecting the said junction; nor shall the Company with respect to such lands of the Midland Railway Company as may be so required purchase and take the same, 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 of the said railway and junction:
- (3.) The Midland Railway Company may from time to time erect such signals and conveniences incident to the junc-

tion, either on their own lands or on the lands of the Company, and may from time to time appoint and remove such watchmen, switchmen, or other persons as may be necessary for the prevention of danger to, or interference with, the traffic at and near the junction. The working and management of such signals and conveniences wherever situate shall be under the exclusive regulation of the Midland Railway Company; and all the expenses of erecting and maintaining those signals and conveniences, and of employing those watchmen, switchmen, and other persons, and all incidental current expenses, shall at the end of every half year be repaid by the Company, and in default thereof may be recovered from them in any court of competent jurisdiction. A.D. 1871.

31. For the protection of the South-eastern Railway Company, be it enacted as follows: Provisions for the protection of the South-eastern Railway Company.

(1.) The junction of railway No. 1 with the Charing Cross Railway shall be made only at such points within the limits of deviation shown upon the plans deposited as aforesaid as shall be approved by the engineer for the time being of the South-eastern Railway Company by writing under his hand; and all works by this Act authorised to be constructed in or over any land belonging to the South-eastern Railway Company shall, subject to the provisions of section 43 of this Act, be constructed by the Company according to such plans and sections as shall be approved by, and to the reasonable satisfaction of, such engineer: As to junction with Charing Cross Railway.

(2.) Except as herein-after mentioned, it shall not be lawful for the Company to enter upon, take or use, or purchase, take or acquire, any easement in or over, or right of using any of the lands, works, or stations of the South-eastern Railway Company without the consent in writing of that Company; provided always, that for the purpose of constructing the railway No. 1, and the junction thereof with the Charing Cross Railway, and the works connected therewith, the Company may purchase and take, and the South-eastern Railway Company may and shall sell and grant to them accordingly, an easement in or over or right of using any of the lands of the South-eastern Railway Company necessary for that purpose: Land, &c. of South-eastern Railway Company not to be taken without consent.

(3.) The Company shall divert the footway on the east side of the Charing Cross Bridge, and make such works for the Company to divert the Charing

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Cross Bridge
footway.

South-eastern Railway Company in connexion with the said footway so diverted as will render the same as safe, substantial, and convenient a thoroughfare between the north and south sides of the river Thames as the existing footway so to be diverted as aforesaid, and the said footway so diverted, and the works connected therewith, shall be vested in the South-eastern Railway Company for such estate and upon such terms and conditions as to the maintenance thereof as shall be agreed upon between the Company and the South-eastern Railway Company, or, failing agreement, as shall be settled by arbitration in manner provided by the "Railway Companies Arbitration Act, 1859;" and the existing footway shall, for the purposes of this Act, be deemed a road within the meaning of, and be included within the provisions of sections 53 and 54 of "The Railways Clauses Consolidation Act, 1845:"

Works
affecting the
diversion to
be approved
by the
Company's
engineer.

(4.) Before the Company commence the diversion of the said footway they shall furnish to the South-eastern Railway Company proper and sufficient plans, sections, elevations, and specifications of the works proposed to be made by the Company for the diversion of the said footway; and such plans, sections, elevations, and specifications shall be settled and agreed upon between the respective engineers of the two Companies, or, in case of their failing to agree, or of any difference arising between them, the same shall be settled and determined by the engineer for the time being of the Metropolitan Board of Works on the application of the two Companies, or either of them; and such works shall be carried into effect only in accordance with such determination or agreement, and under the superintendence and to the satisfaction of the engineer for the time being of the South-eastern Railway Company:

In case of
damage to
works of
South-east-
ern Railway
Company,
Company to
make good
the same.

(5.) If during the execution of the works authorised by this Act, the Charing Cross Railway or any of the works connected therewith shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense; or in the event of their failing so to do the South-eastern Railway Company may make good the same and recover the cost thereof against the Company in any court of competent jurisdiction:

Traffic on
the South-
eastern
Railway not

(6.) The Company shall not, in making and maintaining the said railway No. 1, and the junction thereof with the Charing Cross Railway and the works connected therewith, in any

manner obstruct or hinder the free, uninterrupted, and safe user of the Charing Cross Railway, or any traffic thereon; and if at any time or times hereafter the free, uninterrupted, and safe user of the said railway, or any traffic thereon, shall be obstructed or hindered contrary to this enactment, the Company shall forfeit and pay to the South-eastern Railway Company fifty pounds per hour, by way of ascertained damages, for every hour during which such obstruction or hindrance shall continue:

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 to be interfered with.

- (7.) During the construction of the railway No. 1 hereby authorised in or over any of the lands of the South-eastern Railway Company, the Company shall bear and on demand shall pay to the South-eastern Railway Company the expense of the employment by them of a sufficient number of inspectors or workmen to be appointed by them for watching their railway with reference to and during the execution of the intended works, and for preventing, as far as may be, all interference, obstruction, danger, and accident to arise from any of the operations of the Company, or from the acts or defaults of the contractors or of any person or persons in their employ or otherwise:
- Company to pay to South-eastern Railway Company expenses of watchmen.
- (8.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the South-eastern Railway Company the costs, losses, damages, and expenses which may be occasioned to the Charing Cross Railway, or to any of the works or property of the South-eastern Railway Company, or to the traffic thereon, or to any person or persons using the same, or otherwise, by reason of the execution or failure of the works of that part of the railway No. 1 by this Act authorised, constructed in or over the lands of the South-eastern Railway Company, and the works in connexion therewith, or of any act or omission of the Company or of any of the persons in their employ, or of their contractors or others; and the Company shall effectually indemnify and hold harmless the South-eastern Railway Company from all claims and demands upon or against them by reason of such execution or failure, and of any such act or omission:
- Company to pay all damages sustained by South-eastern Railway Company.
- (9.) In all respects not otherwise provided for by this Act the provisions as to junctions of Part I. relating to the construction of a railway of the Railways Clauses Act, 1863, shall apply to the junction of railway No. 1 with the Charing Cross Railway.
- 26 & 27 Vict. c. 92., Part I., to apply to junction with Charing Cross Railway.

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As to execu-
tion of rail-
way and
works under
railway of
Metropolitan
Railway
Company.

If further
works re-
quired.

Maintenance
of works.

Company to
acquire
easements
only on
lands of
Metropo-
litan Rail-

32. For the protection of the Metropolitan Railway Company,
be it enacted as follows :

(1.) The railway No. 1, where the same will cross the Metro-
politan Railway, or will be within a distance of fifty feet
of any part of the works of that railway, shall be con-
structed according to plans to be approved in writing by
and executed to the reasonable satisfaction and under the
superintendence and control of the chief engineer for the
time being of the Metropolitan Railway Company, and at
the expense of the Company ; and such railway No. 1,
and the works connected therewith, shall be executed by
such means and in such manner as not to interfere with
the free, uninterrupted, and safe user of the Metropolitan
Railway or the working of the traffic thereon :

(2.) If at any time during the construction of the railway No. 1
it shall appear to such engineer of the Metropolitan
Railway Company that any further or other works or
appliances are required to prevent injury happening to
the Metropolitan Railway, owing to or in consequence of
the railway being carried under 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 :

(3.) The Company shall at all times maintain the aforesaid works
in substantial repair and good order and condition to the
reasonable satisfaction in all respects of such engineer of
the Metropolitan Railway Company ; and if and when-
ever the Company fail to do so the Metropolitan 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 Metropolitan Railway Company may reason-
ably think requisite in that behalf ; and the sum from
time to time certified by such engineer to be the reason-
able amount of their expenditure in that behalf shall be
repaid to them by the Company, and in default of full
repayment the amount due may be recovered with costs
by the Metropolitan Railway Company from the Company
in any court of competent jurisdiction :

(4.) With respect to any land of the Metropolitan Railway
Company which the Company are by this Act from time
to time authorised to use, enter upon, or interfere with, for
the purpose of crossing under the Metropolitan Railway,
the Company shall not purchase and take the same ; but

the Company may purchase and take, and the Metro-
 politan 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 :

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 way Com-
 pany.

- (5.) The Company shall at all times save harmless and keep
 indemnified the Metropolitan Railway Company from and
 against all claims, losses, liabilities, costs, and expenses
 which the Metropolitan Railway Company may sustain or
 be put unto by reason of the construction and mainte-
 nance of the railway ; and if thereby the free use of such
 railway by the Metropolitan Company shall be impeded or
 obstructed, the Company shall pay to the Metropolitan
 Railway Company, as or by way of ascertained damages,
 the sum of 100%. for every hour during which any such
 impediment or obstruction shall continue, and so in pro-
 portion for any less period than one hour ; and in default
 of payment of any such sum or any such losses, liabilities,
 costs, or expenses on demand made on the Company, the
 Metropolitan Railway Company may recover the same
 with full costs in any court of competent jurisdiction.

Indemnity
 to Metro-
 politan
 Railway
 Company.

33. For the protection of the Pneumatic Dispatch Company
 (Limited), be it enacted as follows :

For the
 protection
 of the
 Pneumatic
 Dispatch
 Company,
 Limited.

- (1.) Nothing in this Act shall authorise the Company to inter-
 fere with the tubes of the Pneumatic Dispatch Company
 (Limited), except as herein-after provided :
- (2.) When the Company desire to commence works affecting the
 tubes of the said Pneumatic Dispatch Company they shall
 give twenty-one days notice to that Company of such
 desire, accompanied by a plan and section showing the
 mode in which the proposed work is intended to be
 executed, as well for removing and relaying the said tubes
 as for constructing their railway works affecting the same ;
 and the Company shall pay to the Pneumatic Dispatch
 Company all their costs, charges, and expenses of and
 incident to the removal and relaying of the said tubes,
 and make full compensation to the Pneumatic Dispatch
 Company for any damage or loss caused by the execution
 of the works of the Company ; and such works shall be
 carried out under the inspection and to the reasonable
 satisfaction of the engineer for the time being of the
 Pneumatic Dispatch Company :

A.D. 1871.
—

(3.) The Pneumatic Dispatch Company, after receipt of such notice as aforesaid, may at any time within the said twenty-one days give notice in writing to the Company that they will themselves do such works as are necessary for the removal and relaying of the said pneumatic tubes, and may do the same accordingly; and upon the receipt of such notice the Company shall deposit, in the names of the secretaries of the two Companies, in the bank of Messrs. Glyn, Mills, & Company, such sum as shall be agreed upon between the engineers of the two Companies, or, in case of dispute, to be fixed by an engineer to be appointed by the president for the time being of the Institution of Civil Engineers, to be the estimated cost of the execution of such works; and such fund shall be drawn out as the work proceeds to pay for the same on the joint certificate of the two Companies engineers for the time being.

Certain land
not to be
purchased
otherwise
than by
agreement.

34. Nothing in this Act contained shall authorise the Company to take any part of the land or premises delineated on the deposited plans and described in the deposited books of reference and therein numbered 352, in the parish of St. Anne, Soho, whereof Mrs. Mary Anne Page is now the owner or reputed owner, otherwise than by agreement.

For protec-
tion of Earl
Somers.

35. In every case where any party wall or external wall of any house forming part of the Somers Town Estate of the Right Honorable Charles Somers, Earl Somers, shall be defaced, disfigured, or exposed to view by the Company pulling down or removing any adjacent house or building, the Company shall, to the satisfaction of the surveyor for the time being of the said Earl, his heirs or assigns, by proper facings and dressings and otherwise, put into good condition and give a fair appearance to every such party wall or external wall as aforesaid; and if the Company shall refuse or neglect so to do, the said Earl, his heirs or assigns, may cause the same to be done to the satisfaction of the said surveyor, at the expense of the Company, and may recover from the Company in an action of debt or otherwise all costs, charges, and expenses thereof or incidental thereto.

For protec-
tion of
certain pro-
perties.

36. The Company shall not take any part of the gateway, passages, courts, or yards Nos. 12 and 17 delineated on the deposited plans and described in the deposited books of reference, for the purpose of the works authorised by this Act, without purchasing such of the houses, courts, yards, or buildings now belonging to

A.D. 1871.

Joseph Musckett Yetts, Esquire, Mr. John Hyde, and Mr. John Pinkerton, as have their principal or only access to Crown Street through or over the same gateway, passages, courts, or yards, or otherwise making such and so many ways and passages as shall be necessary for the purpose of giving to the same houses, courts, yards, and buildings as commodious access from the street No. 1 as they now have from Crown Street. Every difference arising upon or under this section between the Company and any of the persons named in this section, their heirs, executors, administrators, or assigns, shall be settled by a sole arbitrator to be agreed upon, or, failing agreement, named by the Board of Trade, on the application of either party, and the arbitration shall be had and conducted in manner provided by "The Lands Clauses Consolidation Act, 1845."

37. It shall be lawful for the Company, but only with the previous consent in writing of the Metropolitan Board of Works, in the construction of the railway, to deviate beyond the limits of deviation prescribed by the Railway Clauses Consolidation Act, 1845, from the levels and gradients as marked on the deposited sections to such an extent as may be found necessary for accommodating the railway to the sewerage, drainage, or roads of the district, but not so as to affect the level or inclination of the surface of any existing street or public road further or otherwise than the Company are authorised to do under any other of the provisions of this Act.

Power to deviate from levels.

38. For the purposes of affording adequate light and ventilation to the railway, and for the purpose of setting out the works by this Act authorised, the Company may make and permanently maintain at the point where the railway intersects any streets (including the new streets by this Act authorised) or roads or places within the limits of deviation on the deposited plans, shafts or openings from the surface of any road, street (including the new streets by this Act authorised), or place, to any portion of the railway constructed under the surface of such road, street, or place, subject to the following provisions; (that is to say,)

Provisions as to openings in roads.

- (1.) The number, size, and position of such shafts or openings, and the lighting thereof, if necessary, shall be agreed upon between the Company and the Metropolitan Board of Works, or, failing such agreement, shall be determined by an engineer to be appointed on the application of either party by the Board of Trade :

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- (2.) The openings shall be enclosed by gratings or an erection of an ornamental character, to be constructed according to a design approved of by the Metropolitan Board of Works.

Company
may stop up
streets, &c.

39. Subject to the provisions of this Act, the Company, for the purposes of the works by this Act authorised, may stop up Duke Street and York Place in the parish of St. Martin in the Fields, and may appropriate and use for the purposes of the works so much of the sites thereof respectively as is included within the limits of deviation shown on the deposited plans.

Company
to make
certain
works before
stopping up
Duke Street.

40. With respect to so much of railway No. 1 as is authorised to be made southward of the Strand the Company shall be subject to the following obligations, restrictions, and conditions, and shall at their own expense construct the following works; (that is to say,)

- (1.) They shall construct a good and convenient footway underneath the railway from Villiers Street to Buckingham Street, to be made in such direction and of such height and width, and in such manner and according to such plans and specifications as shall be previously approved in writing by the Commissioners for the time being of Her Majesty's Woods, Forests, and Land Revenues, and such footway shall be for ever paved, lighted, and maintained by the Company, and the same shall be a public way :
- (2.) They shall extend Buckingham Street from the present south-eastern end thereof along York Terrace to Villiers Street by widening York Terrace in such manner as shall be agreed upon between the Company and the Metropolitan Board of Works, or as, in case of difference, shall be determined by an engineer to be appointed on the application of either party by the Board of Trade; provided always, that nothing in this enactment contained shall compel the Company to purchase any part of the property in the parish of Saint Martin in the Fields, numbered 143 upon the deposited plans :
- (3.) The existing trees in York Terrace or on any land abutting upon or near Villiers Street shall not be cut down or injured, except so far as may be absolutely necessary in constructing the railway and widening York Terrace :

(4.) All the works which the Company are required to construct under this enactment shall be completed before the Company stop up Duke Street or interrupt the traffic thereof.

41. Where any of the intended works to be done under or by virtue of this Act shall or may pass over, under, or by the side of, or so as to interfere with, any sewer, drain, watercourse, defence, or work under the jurisdiction or control of the Metropolitan Board of Works, or any vestry or district board constituted under "The Metropolis Local Management Act, 1855," and "The Metropolis Management Amendment Act, 1862," or any Act or Acts amending the same or extending the powers thereof, or with any sewers or works to be made or executed by the said boards or vestry, or either of them, or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control, the Company shall not commence such work until they shall have given to the said metropolitan board, or to the district board or vestry, as the case may be, twenty-one days previous notice in writing of their intention to commence the same, by leaving such notice at the principal office of such board or vestry, as the case may be, for the time being, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto, and until such board or vestry respectively shall have signified their approval of the same, unless such board or vestry, as the case may be, do not signify their approval, disapproval, or other directions within twenty-one days after service of the said plans, sections, and particulars as aforesaid; and the Company shall comply with and conform to all reasonable directions and regulations of the said metropolitan board, and of the respective boards or vestries, in the execution of the said works, and shall provide by new, altered, or substituted works, in such manner as such boards or vestries 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, district board, and vestry respectively, against all and every 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, district board, or vestry, as the case may be, at the reasonable costs and expenses in all respects of the Company; 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 com-

For protection of sewers of Metropolitan and other boards.

For protection of
sewers of
Metropolitan
and other
boards.

A.D. 1871.

—

pletely under the direction, jurisdiction, and control of the said metropolitan board, district boards, 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, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said metropolitan board, district boards, and vestries, or any or either of them, or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

Width and
headway for
roads and
streets.

42. Wherever the railway shall be carried over any public carriage road or public street within the jurisdiction of the Metropolitan Board of Works, it shall be made and shall thenceforth be maintained so as not to lessen the present clear width of such road or street, including the footway (where a footway now exists), and with a headway of a clear height of sixteen feet throughout the whole width of such road or street; and the Company shall not execute or commence the execution of any bridge proposed to be constructed for the purpose of carrying the intended railway over any road or street within the area under the jurisdiction of the Metropolitan Board of Works until they shall have given to the said 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, and sections of the construction of the said bridges, and until the said board shall have signified their approval of the same, unless the said board do not signify their approval, disapproval, or other directions within fourteen days after service of the said plans, elevations, and sections 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 works, and shall provide by new, altered, or substituted works, in such manner as the said board may deem necessary, for the proper execution of the said works, and for preventing interference with traffic in the said streets, roads, or ways, by or by reason of the said intended works or any part thereof, and shall save harmless the said Metropolitan Board of Works against all and every expense to be occasioned thereby; and all such works shall be done under the direction, superintendence, and control of the engineer or other officer of the said Metropolitan Board of Works, at the reasonable costs, charges, and expenses in all respects of the said Company; and all reasonable 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 examination of plans or designs, superin-

tendence, or otherwise, shall be paid to the said board by the Company on demand: Provided that if the said board and the Company shall differ as to any such plans, elevations, and sections as aforesaid, or the mode of carrying out the same, or any matter or thing arising out of this or the preceding clause, every such difference shall, on the application of the said Company, or of the said metropolitan board, be referred to one engineer, to be named by the Board of Trade, to determine the same.

A.D. 1871.

43. All works authorised by this Act which involve any interference with Victoria Embankment, or any of the ornamental grounds, or any of the works connected with such embankment, shall be of an ornamental character, and be in all respects subject to the approval of the Metropolitan Board of Works; and, when sanctioned, shall be made and afterwards maintained to the entire satisfaction of the engineer of the Metropolitan Board of Works; and if any difference under this enactment shall arise between the Company and the Metropolitan Board of Works, the same shall be determined by an engineer, to be appointed on the application of either party by the Board of Trade.

Works affecting Victoria Embankment to be approved by engineer of Metropolitan Board of Works.

44. The Company shall, before giving notice of their intention to break up any road, street, carriage or foot way, or to open any sewer, drain, or gully under the control of the vestries of the parishes of Saint Pancras, Saint Marylebone, and Saint Martin in the Fields, or of the Boards of Works for the Saint Giles District and the Strand District, or either of them, or to commence the construction of any part of the railways or works by this Act authorised, within the said parishes or districts which will interfere with any such road, street, carriage or foot way, sewer, drain, or gully, give to each of them, the vestries of the said parishes and district boards, a bond, under the common seal of the Company, in a penal sum of ten thousand pounds, conditioned for the payment by the Company of any costs, charges, and expenses to which the said vestries or district boards, or either of them, may be subjected by the non-observance and non-performance by the Company of all and singular the clauses, conditions and agreements, matters, and things herein contained, concerning the said parishes and districts respectively, or either of them.

Bonds to be entered into for performance of conditions as to certain parishes and districts.

45. No such road, street, carriage or foot way, and no such sewer, drain, or gully, shall be broken up or opened, except under the superintendence of the chief surveyor, or the surveyor, as the case may be, of the said vestries or district boards respectively: Provided

Works to be executed under superintendence.

A.D. 1871. — always, that if either of the said surveyors 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 any such surveyor.

District
sewers to be
made good.

46. No works which will interfere with any sewer, drain, or gully under the control of the said vestries or district boards, or either of them, in front of, across, or abutting upon any road or street within the said parishes or districts, shall be commenced by the Company until sufficient substituted sewers, if and where necessary, shall have been made by the Company; and before the Company shall (except for the purpose of diversion) open or otherwise interfere with any sewer, such sewer shall be diverted in such manner, and such other works shall be constructed as shall be necessary for preventing any danger or inconvenience arising from the works of the Company; and after the said sewers are completed or altered they shall be as fully under the direction, jurisdiction, and control of the said vestries or district boards, or either of them, as the case may be, as any other sewers or works in the said parishes or districts now are or hereafter may be.

Expenses of
repairs of
sewers to
be paid by
Company.

47. The Company shall, on demand, repay to the said vestries and district boards respectively all expenses which may be incurred by the said vestries or district boards by reason of the works of the Company in altering or making good, and maintaining for three years, any sewers.

Company
to complete
works with
all reason-
able de-
spatch.

48. When and so often as the Company shall, under the powers and provisions of this Act, 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 parishes or districts, or either of them, for any of the purposes of this Act (excepting the construction of openings or shafts under the powers in this Act contained), the Company shall, with all reasonable despatch after any such street, road, or footway shall have been respectively broken up as aforesaid, complete and finish the works of the Company so far as the same affect such street, road, or footway; and as soon as the works shall have been constructed it shall be lawful for the said vestries or district boards, or either of them, as the case may be, to make good and repair any such street, road, or footway, and the expense thereof or occasioned thereby shall, on demand, be paid by the Company to the said vestries or district boards, or either of them; and it shall be

lawful for the said vestries or their chief surveyor or surveyor, and for the said district boards 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 the Company shall also defray the expense incurred by the said vestries and district boards respectively by reason of the works of the Company in maintaining and keeping in repair all such streets, roads, and footways for eighteen months next after the same shall have been so paved as aforesaid. A.D. 1871.

49. Not more than two hundred yards in length of any street under the control of the said vestries or district boards, or either of them, shall be at any one time broken up or disturbed by the Company, except with the leave of the said vestries respectively or their said chief surveyor or surveyor, or, as the case may be, of the said district boards or of their surveyor, unless and until the Company shall have provided, to the reasonable satisfaction of the said chief surveyor or surveyor, as the case may be, a temporary bridge or roadway equal in width to one half of the street (including footways) so broken up or disturbed. Limited extent of street to be opened.

50. Before the Company shall (subject to the provisions of this Act) commence any works which shall require the stopping up temporarily or the diversion of any thoroughfare within the said parishes or districts, or either of them, or shall cause any obstruction to the passing of passenger or other traffic along any such thoroughfare, every such stopping up, diversion, or obstruction shall be agreed upon between the said chief surveyor or surveyor, as the case may be, and the engineer of the Company, or, failing agreement between them, shall be determined in the manner by this Act prescribed for the settlement of differences between them; and it shall be lawful for the said vestries or district boards respectively to employ a sufficient number of officers or servants to regulate the course of all such traffic as may be diverted by reason of any of the works of the Company; and all reasonable costs and charges occasioned by and incident to the employment of such officers or servants shall be paid on demand by the Company. When works cause a diversion of traffic, same to be approved by surveyor.

51. Subject to the provisions of this Act, and except as is by this Act otherwise provided, it shall not be lawful for the Company, for the purposes of the railways, or any of the railways by this Act authorised, to alter the present line or level, or to diminish the width of any road or of the footpaths of any road now or hereafter vested in the said vestries or district boards, or either of them. Company not to alter level or width of streets.

A.D. 1871.

Alterations
may be made
in the works
with consent,
&c.

52. Where, under the provisions of this Act, any works are required to be made, done, or executed by the Company in the said parishes or districts, or either of them, then subject to the provisions of this Act it shall be lawful for the Company and the said vestries or district boards respectively to agree as to the construction of the works in any other manner than is in this Act mentioned or provided for, and for the making, doing, and maintaining by the Company of all such other works as may be necessary or expedient, and in case of any such agreement it shall not be binding on the Company to do such of the works, matters, and things by this Act required to be done by them, as shall be by the said agreement expressly dispensed with.

Company
to pay to
vestries and
district
boards pro-
portion of
extra costs
incurred by
them in
repair of
streets.

53. And whereas during the construction of the works of the Company in the parishes of Saint Pancras, Saint Marylebone, Saint Martin in the Fields, Saint Giles in the Fields, and Saint Anne, Soho, the said vestries or district boards will or may be put to additional expense in the repair of the streets and roads in the neighbourhood of the said works: Therefore, the additional expenses which the said vestries or district boards, or either of them, may so incur shall be ascertained, and an account thereof shall be rendered to the Company on the first day of January in every year; and unless the Company and the said vestries or district boards respectively agree, an arbitrator shall be appointed, who shall investigate in case of dispute the correctness of the expenses comprised in such account, and determine the amount thereof to be paid by the Company, which shall forthwith be paid by them accordingly.

Deposit of
subsoil.

54. The Company shall, at their own expense, deposit the subsoil excavated, and the materials of every road, street, carriage or foot way, sewer, drain, or gully broken up or opened within the said parishes or districts respectively at such place or places and in such manner as will occasion as little inconvenience as may be to the inhabitants; and if deposited within the said parishes or districts upon any ground subject to public rights of way or use, at such place or places only as the vestries or their said chief surveyor or surveyor as regards the parishes of Saint Pancras, Saint Marylebone, and Saint Martin in the Fields, and the said district boards or their surveyor as regards the said districts, shall approve: Provided always, that no such approval shall be necessary for the deposit of subsoil upon any land vested in or under the jurisdiction or control of the Metropolitan Board of Works.

Company
disturbing
pavements

55. If the Company shall take up any part of the pavement, or otherwise disturb the surface of any street within the said parishes

or districts, or either of them, for the purpose of making any of the railways, or for any other lawful purpose, and shall not with due diligence cause the ground to be filled in and the pavement to be reinstated, and the surface to be made good in a proper and substantial manner, and shall not in the meantime fence and guard the same, and 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 said vestries or district boards respectively to fill in such ground and to remove such rubbish, and to repair and make good the pavement of any such street so broken up, and properly to fence or guard any such excavation, and to place and maintain lights during the night to prevent accidents, as to them shall seem necessary; and the reasonable costs and charges thereof shall be paid by the Company to the said vestries or district boards respectively, as the case may be: 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 vestries or their chief surveyor or surveyor, or to the said district boards or their surveyor, as the case may be.

A.D. 1871.

to reinstate
 them, and
 guard with
 lights to
 prevent
 accidents.

56. In the event of the Company requiring for the purposes of the railways, or any of the railways by this Act authorised (subject to the restrictions in this Act contained), to open or in any manner to interfere with the surface of any street or road, or of any footpath within the parishes or districts respectively, then and in such case, unless and until the Company shall to the reasonable satisfaction of the said chief surveyor or surveyor, as the case may be, have provided a temporary bridge or roadway equal in width to one half of the street or road (including footways) so opened or interfered with, or except with the consent of the said chief surveyor or surveyor, as the case may be, only one half of the surface of such road, and only one footpath, shall be first opened or interfered with, leaving the other half of the said street or road and one footpath for the passage of the public, until such time as it shall have been certified in writing by the said chief surveyor or the said surveyor, as the case may be, that the half of the said street or road and the footpath first opened or interfered with has been restored to a good and proper state for the safety and convenience of the public; and then and not before it shall be lawful for the Company temporarily to

In the event
 of the Com-
 pany requir-
 ing to open
 the road,
 only half to
 be interfered
 with at once,
 unless tem-
 porary bridge
 provided.

A.D. 1871. — shut up the other half of the said street or road and the other footpath.

Penalty on
Company
for neglect,
&c. in carry-
ing out pro-
visions of
Act.

57. If the Company shall fail to carry out any of the provisions herein contained for the protection of the said vestries and the said district boards, or either of them, or with reference to such parishes or districts, they shall forfeit and pay to the said vestries or district boards respectively, as the case may be, a sum not exceeding ten pounds for every such default, and an additional sum not exceeding five pounds for each day during which any such default shall continue after they shall have received notice thereof in writing from the said chief surveyor or surveyor, as the case may be.

As to settle-
ment of
differences
with vestries
and district
boards.

58. Excepting as herein otherwise provided, if any difference shall arise under the provisions in this Act contained between the Company and the chief surveyor or surveyor, as the case may be, of the said vestries or district boards respectively, the same shall be from time to time referred to and determined by an engineer to be agreed upon between the said chief surveyor or surveyor, as the case may be, and the Company, or failing any such agreement, by an engineer to be appointed on the application of any or either party by the president for the time being of the Institution of Civil Engineers, and the costs of the arbitration shall be paid by the Company unless the arbitrator shall otherwise determine.

Mode of
recovering
money from
the Com-
pany.

59. Any sum of money which may be expended, or costs, charges, and expense which may be incurred by the said vestries or district boards, or either of them, in paving, diverting, altering, or making good any road, street, footway, sewer, drain, 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 vestries or district boards respectively 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 or bonds so to be given as aforesaid, or by summons before and adjudication of any magistrate of the police of the metropolis; and any damages which may be sustained by the said vestries or district boards respectively by reason of the non-observance by the Company of any of the provisions of this Act in relation to the said vestries or district boards, as the case may be, shall be assessed by any such magistrate, and may be recoverable, with all costs, charges, and expenses attending the proceedings for the recovery of the same, in like manner as costs, charges, and expenses are by this section made recoverable; and such penalties shall be paid to the said

vestries or district boards, as the case may be, anything contained in an Act made and passed in the session holden in the second and third years of the reign of Her present Majesty, chapter 71, or in any other Act or Acts to the contrary notwithstanding. A.D. 1871.

60. If and while the Company are possessed under the authority of this Act of any lands, houses, buildings, or other property assessed or liable to be assessed to any parochial or other general or special rate, and until the railways by this Act authorised, so far as the same are in the parishes of Saint Pancras, Saint Marylebone, Saint Martin in the Fields, Saint Giles in the Fields, and Saint Anne, Soho, or either of them, are completed and assessed or liable to be assessed to the rates of the respective parish, the Company shall be liable to make good the deficiency in the assessment or assessments for such rates respectively by reason of such lands, houses, buildings, or property being taken or used by them for the purposes of this Act; and the deficiency shall be computed according to the rental at which such lands, houses, buildings, and property respectively are rated in the said rates respectively. Local rates to be made good in the parishes of Saint Pancras, Saint Marylebone, Saint Martin in the Fields, Saint Giles in the Fields, and Saint Anne, Soho.

61. Where the railways, or any of the railways by this Act authorised, or any of the works connected therewith respectively, are constructed under any of the roads or streets in the parish of Saint Pancras by a tunnel or covered way, the upper surface of the centre of the arch or girder thereof shall not be less than eighteen inches below the surface of Drummond Street, nor less than twenty-four inches below the surface of any other of such roads or streets over such tunnel or covered way; and the said tunnel or covered way shall be so made and maintained, and the materials to be used in and about the walls and arch of the said tunnel or covered way shall be such as to ensure the permanent safety of every such road or street and the footpaths thereof; and the Company shall at their own expense and to the satisfaction of the chief surveyor of the said parish, for ever hereafter maintain the said tunnel or covered way and works; and the Company shall not acquire the fee in any such road or street, but only a right by way of easement to make and maintain their railways and works under the road or street. Regulating the construction of tunnel or covered way in the parish of Saint Pancras.

62. And whereas according to the deposited plans and the powers of this Act the Company are authorised to acquire the houses situate on the eastern side of Whitfield Street and Fitzroy Market: Therefore, when the Company purchase and pull down any of the said houses they shall be subject to and in all respects comply with the 98th section of the Metropolis Management Amendment Act, 1862, and the Company shall accordingly appropriate for the purpose of As to widening of Whitfield Street and Fitzroy Market.

A.D. 1871. throwing into the said respective streets so much land as shall be requisite to make the said streets of the full width of forty feet.

All works connected with water and gas companies to be executed to satisfaction of their engineers.

63. All works, matters, or things which under the provisions of "The Railways Clauses Consolidation Act, 1845," or this Act, the Company may be empowered or required to do and execute with reference to the mains, pipes, syphons, plugs, or other works of any water and gas companies respectively, shall be done and executed by and at the cost of the Company, but to the satisfaction and under the superintendence of the engineer for the time being of the company to whom such mains, pipes, syphons, plugs, and other works shall respectively 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; and any difference as to this provision, or the manner of carrying out the same, shall be settled by an engineer to be appointed by the Board of Trade.

Penalty for interrupting the supply of water or gas.

64. If any interruption whatsoever in the supply of water or gas by any water or gas companies shall be in any way occasioned by the Company or by the acts of any of their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, the Company shall forfeit and pay to such water or gas company, for the use and benefit of such water or gas company, the sum of ten pounds for every hour during which such interruption shall continue, such sum to be recovered by such water or gas company in any court of competent jurisdiction.

Water and gas companies empowered to lay and repair pipes on lands of Company.

65. It shall be lawful for any water and gas companies, and their 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 Company at any point or place where there are existing mains or pipes of such company, and to do all such works in and upon such railway, lands, and premises as may be necessary for 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 such water or gas company, or their engineers or workmen, or others in the employment of such company, shall not interfere with or interrupt the traffic passing on the railway, or any of the railways by this Act authorised; and provided also, that such water or gas company shall make good and reimburse to the Company all damages to the railway, or any of the railways and works by this Act authorised, occasioned by the exercise of the powers by this clause reserved.

66. The expense of all repairs or renewals of the said pipes or mains, or any works in connexion therewith, which may at any time hereafter be rendered necessary by the acts or defaults of the Company, their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, shall be borne and paid by the Company, and may be recovered against them by the said water and gas companies respectively, in any court of competent jurisdiction.

A.D. 1871.
 Repairs of water pipe, &c. to be borne by Company in certain cases.

67. Subject to the provisions of this Act, the Company shall make street No. 1 and street No. 2 of the clear width of not less than sixty feet, exclusive of the sites for the houses of the said streets respectively, throughout the entire length of each of those streets: Provided always, that between the commencement and termination of street No. 1, as by this Act authorised, the Company may leave openings for the purpose of affording access or light or air to the stations on railway No. 1 by this Act authorised, such openings to be agreed upon between the Company and the Metropolitan Board of Works, or, failing agreement between them, to be determined by an engineer to be appointed, on the application of either party, by the Board of Trade.

As to widths of streets.

68. The powers by this Act conferred upon the Company with respect to the construction and paving of the new streets No. 1 and No. 2 shall be exercised under the superintendence and in all respects to the satisfaction of the Metropolitan Board of Works.

Streets to be constructed to satisfaction of Metropolitan Board of Works.

69. Nothing in this Act contained shall affect or prejudice or exempt the Company or any of the works by this Act authorised, from the provisions or any of the provisions of the Metropolitan Building Acts, "The Metropolis Management Act, 1855," "The Metropolis Management Amendment Act, 1856," "The Metropolis Management Amendment Act, 1858," "The Metropolis Management Amendment Act, 1862," or of any of the Acts relating to the Metropolitan Board of Works.

Saving Metropolitan Building Acts relating to the Metropolitan Board of Works.

70. Subject to the provisions of this Act, and in accordance with the deposited plans, or within the limits thereon defined, the Company may, in connexion with the new streets or any of them, and as part of the works by this Act authorised, and for the purposes thereof, make junctions and communications with any existing streets which may be intersected or interfered with by, or be contiguous to the said new streets, and make diversions, widenings, or alterations of lines or levels of any existing streets for the purpose of connecting the same with the said new streets; and remove, alter, divert, stop up, inclose, use, or appropriate all or any part

As to works connected with new streets.

A.D. 1871. — of any street, square, place, court, alley, or passage, whether a thoroughfare or not, or of any thoroughfare, road, lane, or way, or of any stream, drain, sewer, or other property within the limits of lateral deviation defined on the deposited plans, providing a proper substitute before interrupting the flow of sewage in any drain or sewer: Provided always, that they shall not be bound or required to cause any other street, road, court, alley, footpath, or passage (other than the new streets by this Act authorised) to be made instead of any street, road, court, alley, footpath, or passage so stopped up: Provided also, that the powers conferred upon the Company by this section shall not be exercised by the Company save and except to such extent and in such manner as shall be from time to time approved by the Metropolitan Board of Works: Provided also, that if any difference shall arise between the Company and the Metropolitan Board of Works, with reference to the exercise of any of the powers conferred by this section, every such difference shall be referred to and determined by an engineer to be appointed, on the application of either party, by the Board of Trade.

Power to deviate from levels of new streets.

71. In making the new streets by this Act authorised, the Company may, subject to the provisions of this Act, deviate to any extent not exceeding two feet from the levels defined on the deposited sections, and may, subject as aforesaid, deviate from the lines of such new streets within the limits of deviation defined upon the deposited plans; but the Company shall not deviate beyond the last-mentioned limits without the consent of the person through whose lands any such deviation shall be made.

Ground laid open into new street to form part thereof, and to be under the care of local authorities.

72. When the roadways and footways of the new streets are respectively completed and paved, they may be used by the public accordingly, and thenceforth the roadways and footways of the new streets, with the sole power, authority, and duty of paving, repairing, cleansing, and lighting the same, and for those purposes of rating hereditaments within the same, shall be under the like care, management, control, and jurisdiction as other public streets within the parishes in which such streets respectively are intended to be made.

Plans, &c. of houses of new streets to be approved by the Metropolitan Board of Works.

73. The houses, erections, and buildings of the streets by this Act authorised shall be constructed upon such elevation or respective elevations as the Metropolitan Board of Works shall before any such houses, erections, and buildings are commenced approve, such approval to be testified by writing under the hand of their chairman; and any house, erection, or building in the line of any of the

said streets which the Company shall acquire, but which shall not be removed or rebuilt by them, shall be so altered by the Company as may be required or approved by the Metropolitan Board of Works by writing under the hand of their chairman, for the purpose of rendering the frontage or elevation of such house, erection, or building uniform, or as nearly so as may be, with the frontage or elevation of the other houses of such street. A.D. 1871.

74. The agreement made between the Metropolitan Board of Works on the one hand and Basil Thomas Woodd and John Cater on the other (of which agreement a copy is set forth in the first schedule to this Act) is hereby confirmed and made binding upon the said Metropolitan Board of Works and upon the Company, and shall be carried into effect by them accordingly, and that schedule shall be construed and have effect as part of this Act. Confirmation of scheduled agreement.

75. The Company shall open for traffic the new streets No. 1 and No. 2 not later than twelve months after the completion of the railway. Provisions with respect to the opening of the new streets.

76. For the purposes of their contribution towards the new streets No. 1 and No. 2, the Metropolitan Board of Works may apply any money raised or authorised to be raised by them under any Act of Parliament, and not required for the purposes of that Act; and they may also borrow such money as they from time to time require for the purposes aforesaid, and all the provisions of "The Metropolitan Board of Works (Loans) Act, 1869" (except the limitation of amount in section 38 of that Act), shall extend and apply to such borrowing. Metropolitan Board of Works empowered to raise moneys for purposes of their contribution to the new streets.

77. As regards all lands and hereditaments which shall be purchased or otherwise acquired by the Company under the provisions of this Act, and which shall not be wanted for the purposes of the railways, or of the roadways or footways of the streets by this Act authorised, it shall be lawful for the Company, subject to the provisions of this Act, and save and except as in this Act otherwise provided, when and as they shall think fit, to demise and lease such ground and hereditaments, or such part thereof as they shall think it expedient to let on building leases, either together or in parcels, to any person or persons who shall erect and build, or covenant and agree to erect and build thereon, or on any part or parts thereof, houses, erections, and buildings for such number of years and under such conditions as the Company may think fit, and either at a rent or without any rent, but so that in every such demise or lease there be contained a covenant for the payment of the rent, if any shall be thereby reserved; and also such other covenants on the part of Company may grant building leases of ground not wanted for purposes of this Act, and

A.D. 1871.

may make
agreements
for leases,
and accept
surrenders of
leases, &c.

Power to
Company
to sell the
ground rents
and rever-
sions com-
prised in
such leases.

the tenant or lessee therein to be named as the Company shall reasonably require ; and also, if the Company so think fit, a clause requiring the tenant or lessee, before commencing any permanent erection or building on any such land, to submit elevations of such erection or building to the Metropolitan Board of Works, and to obtain the sanction or approval of that board thereto ; and also a clause in the nature of a condition of re-entry on nonpayment of the rent (if any) thereby to be reserved, or on non-performance of the covenants therein to be contained, on the part of the tenant or lessee to be observed and performed, and that the lessee or lessees named in every such lease shall execute a counterpart thereof ; and on the negotiation for any such lease the Company may, if they think fit, accept and take any fine for the granting thereof, and may enter into any agreement for the granting any lease or leases on such terms and conditions as they may think fit ; and on the granting of the leases in pursuance of such agreement may alter the amount of the rents agreed to be reserved on such leases, and may apportion the same and grant separate leases of any part of the hereditaments by any such agreement agreed to be leased as they may think fit ; and may also, as they think fit, alter or rescind any agreement as aforesaid, and may accept any surrender of any lease granted, for the purpose of granting separate leases of the same premises at apportioned rents or under different covenants or otherwise, in all respects as the Company shall think fit ; and further, any part of the said lands may be appropriated for open places, or for yards or courts to be attached to any houses, to be leased as the Company shall think fit.

78. As soon as conveniently may be, and either before or after the houses, erections, and buildings to be erected and built as lastly herein-before is mentioned, or any of them, shall be finished and completed, and either before or after such leases as last aforesaid shall have been granted, the Company shall and they are hereby authorised and required to sell and dispose of the ground rents to be reserved by the leases or demises in pursuance or in consideration of which the same houses or buildings respectively shall have been erected and built, or shall be agreed to be erected and built, and also the reversion and inheritance in fee simple in possession (subject to any such lease or demise or agreement) of the pieces or parcels of ground thereby demised or agreed to be demised, and such houses and other buildings thereon, either altogether or in parcels by public auction or private contract, for such prices or sums of money as the Company shall think reasonable, and subject to such stipulations and provisions as to the enjoyment thereof, and

as to the nature of the buildings which are to be at all times erected and built thereon, and also subject to such stipulations as to the title to be produced to the hereditaments to be sold, as the Company shall think fit; and the Company shall, at the costs and charges of the purchaser of the same premises respectively, upon payment of the sum or sums of money agreed to be given for the same respectively to the Company, convey and assure the piece or parcel of ground so purchased by such purchaser, together with the houses, erections, and buildings then erected and built, or to be erected and built thereon respectively, and the fee simple and inheritance thereof, with the appurtenances, to such purchaser, his heirs and assigns, or as he or they shall in that behalf direct, free from all incumbrances except the building lease or building leases, or agreement or agreements to be granted thereof by virtue of this Act.

A.D. 1871.

79. Save and except as in this Act otherwise provided, it shall be lawful for the Company to sell, in manner and subject as aforesaid, and absolutely to grant and convey any of the lands which shall be purchased or otherwise acquired by the Company as aforesaid, and which shall not be wanted for the purposes of this Act, and which they shall not think it expedient to let on building leases as aforesaid, subject nevertheless to such stipulations and conditions as they may think fit; and thereupon the same shall be conveyed and assured by the Company as they shall think fit.

Power to Company to sell any ground which may not be wanted for the purposes of this Act.

80. The Company shall apply all the moneys arising by any such sale or disposition respectively as aforesaid, after paying all expenses incident to such sales or dispositions, and satisfying all lawful demands to which the lands, rents, and premises so respectively sold or disposed of shall be liable, and also apply all the rents and profits of the lands and premises to be acquired by the Company under the provisions of this Act for and towards the carrying the purposes of this Act into execution.

Application of moneys arising from sale of lands or from rents.

81. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more, occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice, placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

Notice to be given of taking of houses of labouring classes.

A.D. 1871.

Trains for
labouring
classes.

82. The Company shall and they are hereby required, at all times after the opening of the railway for public traffic, to run a train every morning in the week to, and every evening in the week from, the Strand, calling at all stations on the railway (Sunday, 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 respectively, as may be most convenient for the labouring classes resident at or beyond or in the neighbourhood of the railway, and resorting to or returning from their work in the neighbourhood of or beyond the railway, at fares not exceeding one penny per passenger for each journey: Provided 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 of such passengers shall have been conveyed by each of such trains, the Company, on proof of that fact to the satisfaction of the Board of Trade, may discontinue the running of such trains; but the said board may at any time order the resumption thereof by the Company if it shall seem to the said board desirable so to do.

Limiting
compensa-
tion for in-
jury to such
passengers.

83. The liability of the Company under any claim to compensation for injury or otherwise in respect of each passenger travelling with such ticket as aforesaid, shall be limited to a sum not exceeding one hundred pounds, and the amount of compensation payable in respect of any passenger so injured shall be determined by an arbitrator to be appointed by the Board of Trade, and not otherwise.

Deposit
money not
to be repaid
until line
opened, or
half the
capital paid
up and ex-
pended.

84. 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, the sum of eighty-seven thousand five hundred pounds new three pounds per centum bank annuities, being equal to a sum of eighty thousand seven hundred pounds, which is the aggregate of sixty-nine thousand five hundred and twelve pounds (being five per centum upon one million three hundred and ninety thousand two hundred and thirty-nine pounds, the amount of the estimate of the expense of the railways by this Act authorised), and eleven thousand one hundred and eighty-eight pounds (being four per centum upon two hundred and seventy-nine thousand seven hundred pounds, the amount of the estimate of the expense of the streets by this Act authorised), has been transferred into the name and with the privity of the Accountant General of the Court of Chancery in England in respect of the application to

A.D. 1871.

Parliament for this Act: Be it enacted, that, notwithstanding anything contained in the said recited Act, so much of the said sum of eighty-seven thousand five hundred pounds new three pounds per centum bank annuities so transferred as aforesaid, in respect of the application for this Act, as was at the time of the transfer equal to the said sum of sixty-nine thousand five hundred and twelve pounds, (herein-after referred to as "the railway deposit money,") shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, unless the Company shall, previously to the expiration of the period limited by this Act for the completion of the 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 one million three hundred and ninety thousand two hundred and thirty-nine pounds, part of the capital by this Act authorised 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 sum of one million three hundred and ninety thousand two hundred and thirty-nine pounds; 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 railway deposit money so transferred as aforesaid shall be applied in the manner herein-after specified; and the certificate of the Lords of the said Committee, that such proof has been given to their satisfaction as aforesaid, shall be sufficient evidence of the fact so certified; 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.

85. The said railway deposit money so transferred as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no

Providing
for applica-
tion of de-
posit in com-
pensation
to parties
injured.

A.D. 1871. — such compensation shall be payable, or if a portion of the said railway deposit money shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said railway deposit money, or such portion thereof as may not be required as aforesaid, 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 survivor or survivors of them : Provided that, until the said railway deposit money shall have been repaid to the depositors, or shall have become otherwise applicable as hereinbefore mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, 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.

Release of
balance of
money
deposited.

86. On the application of the persons named in the warrant or order issued in pursuance of the said Act of the ninth and tenth years of Her present Majesty, chapter twenty, or of the survivors or survivor of them, or of the majority of such persons or survivors, or of the executor or administrators of the last survivor, by petition in a summary way, at any time after the passing of this Act, the High Court of Chancery may and shall order that so much of the said sum of eighty-seven thousand five hundred pounds new three pounds per centum bank annuities as was at the time of the transfer equal to the said sum of eleven thousand one hundred and eighty-eight pounds, and the interest and dividends thereof, shall be transferred and paid to the persons or person so applying, or to any other person or persons whom they or he may appoint, in that behalf.

Period for
completion
of works.

87. The railway shall be completed within five years from the passing of this Act, and on the expiration of that period the powers by this Act granted to the Company for executing the railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Tolls.

88. The Company may demand and take for the use of the railway, and of carriages when provided by them, any tolls not exceeding the following; to wit,

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, dye-woods, 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 the 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 railways, as follows:

For any person conveyed in or upon any such carriage, if a local passenger, any sum not exceeding sixpence, and if a through passenger, any sum not exceeding one shilling; and if conveyed in or upon any carriage belonging to the Company, an additional sum not exceeding one penny:

For every horse, mule, or other beast of draught or burthen, not exceeding one shilling and sixpence; and if conveyed in or upon any carriage belonging to the Company, an additional sum not exceeding sixpence:

For every ox, cow, bull, or head of neat cattle, 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, not exceeding twopence; and if conveyed in or upon any carriage belonging to the Company, an additional sum not exceeding one halfpenny.

89. 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 user of the railway for each passenger or animal, or for each ton of goods

Tolls for
propelling
power.

A.D. 1871. or other articles, in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations
as to the
tolls.

90. 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 on in proportion for any smaller quantity.

Tolls for
small parcels
and articles
of great
weight.

91. And with respect to small packages and single articles of great weight, notwithstanding the rate of 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 fourteen and not exceeding twenty-eight pounds, sevenpence:

Exceeding twenty-eight and not exceeding fifty-six pounds, ninepence:

Exceeding fifty-six and not exceeding five hundred pounds, such sum as they think proper:

Provided always, that articles sent in large aggregate 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, or machinery, or other single article, the weight of which, including the carriage, shall exceed eight tons, the Company may demand such sum as they think fit.

92. Every passenger booked through to or from any other line of railway, travelling upon the railway, may carry 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. A.D. 1871.
Through
passengers
luggage.

93. Every passenger (not being a passenger booked through to or from any other line of railway), travelling upon the railway, may carry with him his ordinary 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 (not being a passenger booked through to or from any other line of railway) more than one hundred and twenty pounds weight of luggage. Local
passengers
luggage.

94. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway, including the tolls for the use of the railway, and of stations 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
charge for
passengers.

For every passenger conveyed in or upon a first-class carriage, if a local passenger, the sum of eightpence; and if a through passenger, the sum of one shilling:

For every passenger conveyed in or upon a second-class carriage, if a local passenger, the sum of sixpence; and if a through passenger, the sum of tenpence:

For every passenger conveyed in or upon a third-class carriage, if a local passenger, the sum of fourpence; and if a through passenger, the sum of eightpence.

95. In this Act the term "local passenger" means any passenger passing not more than twenty miles in the aggregate over the railway or part of the railway by this Act authorised and any other railway; and the term "through passenger" means every passenger passing over the railway or any part of the railway by this Act authorised, and not being a local passenger as herein-before defined. Definition
of local and
through
passenger.

96. And with respect to the conveyance of horses, cattle, carriages, and goods, the maximum rates of charges to be made upon the railway by the Company, including the tolls for the user Maximum
rates of
charges for
cattle, &c.

A.D. 1871. of the railway, and of waggons or trucks, and locomotive power, and every expense incidental to such conveyance (except a reasonable sum for loading, covering, and unloading goods at any terminal station, and for delivery and collection of such goods, and any other services incidental to the business or duty of a carrier where such services or any of them are or is performed by the Company) shall not exceed the following sums :

For every horse or other beast of draught or burthen before classed with horses, the sum of one shilling and sixpence :

For every ox, cow, bull, or head of neat cattle, the sum of ninepence :

For every calf or pig, the sum of sixpence :

For every sheep, lamb, or other small animal, the sum of threepence :

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.

Defining
terminal
station.

97. No station is to be considered a terminal station in regard to any goods conveyed on the railway which have not been received thereat direct from the consignor of such traffic, or are not directed to be delivered thereat to the consignee.

Restriction
as to charges
not to apply
to special
trains.

98. 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 railway, but shall apply to every express or ordinary train appointed or to be appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company
may take
increased
charges by
agreement.

99. Nothing herein contained shall be held to prevent the 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 Company in relation thereto.

Company
not bound
to carry
manure or
other offen-
sive matter.
Traffic
arrange-
ments, &c.

100. Nothing herein contained shall render it compulsory on the Company to carry on the railway any nightsoil, dung, manure, compost, or other offensive matter.

101. The Company on the one hand, and the three companies, or any one or more of those companies, on the other hand, may from time to time enter into and carry into effect contracts or agreements

with respect to the following purposes, or any of them, and any incidental matters; (that is to say,) A.D. 1871.

The maintenance, management, use, and working by any or either of the contracting companies of all or any part of the railway and undertaking of the Company:

The interchange, accommodation, conveyance, and delivery by any or either of the contracting companies of the traffic coming from or destined for the respective undertakings of the contracting companies:

The supply of any rolling or working stock and machinery, and the employment of officers and servants:

The levying, fixing, and collection, division, and appropriation of the tolls, rates, and charges to be levied or taken in respect of such traffic:

The payments and allowances to be made, and the conditions to be performed with respect to the matters aforesaid.

102. The agreements set forth in the second schedule to this Act are hereby confirmed, and the same shall be binding on all companies and persons parties thereto as if the provisions of those agreements were set forth and enacted in the body of this Act, and shall be carried into effect accordingly; but the companies for the time being entitled to be represented on the joint committee to be constituted under those agreements may from time to time, if they think fit, modify the provisions of those agreements, subject to the approval of the Board of Trade and to such sanction of shareholders as is prescribed by Part III. of "The Railways Clauses Act, 1863" (relating to working agreements), for which purpose those agreements respectively shall be deemed working agreements within that part.

Confirmation of agreements in second schedule, and provision as to modification thereof.

103. The Metropolitan Board of Works may subscribe and contribute funds towards the making of the new streets by this Act authorised.

Metropolitan Board may contribute towards cost of new streets.

104. The Company and the Metropolitan Board of Works may from time to time enter into and carry into effect contracts, agreements, and arrangements for or with reference to the construction and maintenance of the railway and new streets respectively by this Act authorised, the acquisition and appropriation of lands and property, the contribution of funds, and all incidental matters.

Power for Company and Metropolitan Board to enter into agreements.

105. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorise 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

Saving rights of the Crown.

A.D. 1871. — exerciseable by the Queen's most Excellent Majesty in right of her Crown, without the previous 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 authorised to give); and, as incidental to any such consent as aforesaid, the Company may enter into any agreement with the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, who respectively may, with the approval of the Commissioners of Her Majesty's Treasury, join in every such agreement; and the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, with the like approval, and the Company, may respectively execute all necessary conveyances, leases, licenses, or other deeds of or relating to any land, hereditaments, or rights belonging to Her Majesty in right of her Crown; and every agreement so entered into as aforesaid shall be performed by the same Commissioners and the Company respectively; and nothing in the said Act or Acts contained shall divest, take away, prejudice, diminish, or alter any estate, right, privilege, power, or authority now or from time to time vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Company
not to take
land, &c.
under charge
of the Com-
missioners
of Her
Majesty's
works, &c.

106. Nothing contained in this Act, or in any of the Acts incorporated herewith or herein referred to, shall authorise the Company to enter upon, take, use, or in any manner interfere with any lands, tenements, or hereditaments under the charge or management of the Commissioners for the time being of Her Majesty's Works and Public Buildings, without the consent in writing of the said Commissioners or First Commissioner for the time being of Her Majesty's Works and Public Buildings, and which consent the said Commissioners or First Commissioner are and is hereby authorised to give, upon and subject to such terms, restrictions, and conditions as they or he may prescribe.

Interest not
to be paid
out of capital.

107. The Company shall not, out of any money by this Act authorised to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of calls made in respect of the shares held by him: Provided that the Company may pay to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

108. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum of money which, by any standing order of either House of Parliament now or hereafter

in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or execute any other work or undertaking.

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109. Nothing herein contained shall be deemed or construed to exempt the railway from the provisions of any general Act relating to railways, or the better or 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 or alteration, under the authority of Parliament, of the tolls for small parcels, and the maximum rates of fares and charges by this Act authorised.

Railway not
exempt from
provisions of
present and
future general
Acts.

110. All the costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

Expenses of
Act.

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SCHEDULES.

The FIRST SCHEDULE referred to in the foregoing Act.

AN AGREEMENT, made and entered into this 19th day of July 1871, between the Metropolitan Board of Works (who are herein referred to as the "Board") of the first part, and Basil Thomas Woodd, Esquire, and John Cater, Esquire, acting on behalf of themselves and others, the promoters of the Bill herein-after mentioned, and also on behalf of the London Central Railway Company, proposed to be incorporated by the said Bill, of the second part.

WHEREAS the said Basil Thomas Woodd and John Cater and others are the promoters in Parliament of a Bill now pending in the House of Lords called "The Euston, Saint Pancras, and Charing Cross Railway Bill," whereby the said Basil Thomas Woodd and others seek to be united into a Company, to be incorporated by the name of "The London Central Railway Company," for the purpose of making and maintaining the railways and streets named in the Bill, and for other the purposes of the intended Act:

And whereas the proposed streets are referred to in the Bill as street No. 1 and street No. 2, street No. 1 being described in the Bill as a street wholly situate in the parishes of St. Anne, Soho, and St. Giles in the Fields, commencing on the southern side of Oxford Street, and terminating on the northern side of Leicester Square, and street No. 2 being described in the Bill as a street wholly situate in the parish of St. Martin in the Fields, commencing in the south-east corner of Leicester Square, and terminating on the western side of Castle Street:

And whereas the said Basil Thomas Woodd and John Cater, acting as aforesaid, are willing, if the railway named in the said Bill is made between Oxford Street and Castle Street, to be bound to make and complete the said streets No. 1 and 2, so that the same may be open for traffic not later than 12 months after the completion of the railway, in consideration of the Board contributing 200,000*l.* towards the cost of constructing the said streets, and upon the other terms herein-after expressed:

Now, therefore, it is hereby agreed between the parties hereto as follows:

1. That if the railway named in the said Bill is made between Oxford Street and Castle Street, the said streets shall also be made in accordance with the provisions of the proposed Act, and so that they shall be open for traffic not later than 12 months after the completion of the railway:
2. The proposed Company shall, as far as they legally can, under the provisions of the said Bill, acquire and thereupon transfer to the Board, for a nominal consideration,—

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- (1.) The surface of that part of the garden or inclosure in Leicester Square under which the railway will pass, it being understood that the portion of the said garden or inclosure so to be transferred shall not be less than would be the case if the railway were made as a double line, and the centre line of railway was identical with the centre line as shown upon the deposited plans :
- (2.) So much of the said garden or inclosure as will lie to the eastward of the railway :
3. On such transfer being made the Board may and shall convert the said portions of the said garden or inclosure into a roadway :
4. Nothing in this agreement contained shall interfere with the Company making and maintaining their railway in accordance with the deposited plans, under the before-mentioned portions of garden or inclosure, and taking all such steps as may be necessary for the purpose, but the Company shall not construct any works which will permanently disturb or interfere with the surface of the square under which the railway will pass, except so far as may be necessary in making and maintaining in connexion with their railway one shaft or opening, and which shaft or opening they are hereby authorised to make and maintain, but to which shaft or opening the provisions of the intended Act with respect to shafts or openings shall extend and apply :
5. Upon the fulfilment by the Company of the obligations imposed upon them by this agreement, the Board will, upon demand in writing, signed by the chairman of the Company, pay to the Company the sum of 200,000*l.* as a contribution towards the cost of making the said streets :
6. Any difference which may at any time arise under this agreement, or with reference thereto, shall be referred, on the application of either party, to and be determined by an arbitrator to be appointed by the Board of Trade :
7. This agreement shall, within four months after the said Bill receives the royal assent, be executed by the Company under their common seal, and upon such execution and the delivery of such sealed agreement to the Board, the said Basil Thomas Woodd and John Cater shall be absolutely discharged from all responsibility in respect of their being parties to and executing this agreement.

In witness whereof the Metropolitan Board of Works have hereunto caused their common seal to be affixed, and the said Basil Thomas Woodd and John Cater have hereunto set their hands and seals the day and year first above written.

Sealed by order,

JOHN POLLARD,

Clerk of the Board.

Signed, sealed, and delivered by the
above-named Basil Thomas Woodd
and John Cater, in the presence of

HENRY WHITE,

Clerk to Messrs. Dyson & Co., 24,
Parliament Street, Westminster.

BASIL T. WOODD.

JOHN CATER.

L.S.

L.S.

L.S.

A.D. 1871.

The SECOND SCHEDULE referred to in the foregoing Act.

AN AGREEMENT, made the 20th day of July 1871, between Basil Thomas Woodd and John Cater, Esquires, two of the persons named in the London Central Railway Bill now pending in Parliament, as first directors of the London Central Railway Company, to be thereby incorporated, of the one part, and the Midland Railway Company of the other part.

FOR the considerations in this agreement appearing, it is hereby mutually agreed by and between the parties hereto for themselves and their respective heirs, executors, administrators, successors, and assigns, as follows; (that is to say,)

1. In this agreement—

“The Bill” means the London Central Railway Bill;

“The Central Company” means the Company intended to be incorporated by the Bill; “The Midland Company” means the Midland Railway Company;

“The St. Pancras line” means the railway described in the Bill as No. 2, and so much of the railway described in the Bill as No. 1 as lies between the junction therewith of railway No. 2 and the Charing Cross Railway;

“Local traffic” means traffic beginning and ending on the St. Pancras line;

“The Midland Suburban District” means that portion of the Midland Company’s system of railways which comprises the main line of their railway between their St. Pancras and Haverstock Hill stations as now existing, including those stations, and also the main line of the Tottenham and Hampstead Junction Railway Company as now constructed.

2. The St. Pancras line shall be constructed with two lines of way, with all needful stations, sidings, and conveniences, which shall include an additional line formed and laid down at or adjoining to the station for the time being on the St. Pancras line nearest to the Charing Cross station of the South-eastern Railway Company, and at or adjoining to the station for the time being on the St. Pancras line nearest to the St. Pancras station of the Midland Company, and also at or adjoining any station at Euston or at any junction made with the line of any company hereafter. All the works shall be constructed to the satisfaction of the inspecting officer of the Board of Trade.

3. From and after the efficient completion and opening for public traffic of the St. Pancras line, the Midland Company shall, subject to the provisions of this agreement, be at all times entitled, with and for the purposes of all traffic of every description coming from or going to any point on or beyond the St. Pancras line, or the Midland Company’s system of railways to or from any other railway or station whatsoever now or hereafter existing, and of all local traffic, to run over, work, and use the St. Pancras line, including all junctions

with the lines of other companies, stations, sidings, and other conveniences and appurtenances connected therewith or belonging thereto now or hereafter, including any junction with the line of the London and North-western Railway Company.

4. The Central Company shall at all times, subject to the provisions of this agreement, maintain the St. Pancras line, and all stations, sidings, approaches, signals, works, conveniences, and appurtenances connected therewith or belonging thereto, in thorough repair and in good and safe working order, and shall pay all rates and taxes (except passenger duty) leviable in respect thereof, and all rents for gas and water for station purposes.

5. The Midland Company shall be at liberty, at their own cost and for the purposes of the traffic worked by them under this agreement, to provide and keep at all stations on the St. Pancras line their own booking clerks and porters.

6. The management and working of the traffic on the St. Pancras line, including all junctions with the lines of other companies, shall, subject to the provisions of this agreement, be vested in and regulated by a joint committee, on which committee there shall be represented (subject to the provisions of this agreement), the Central Company and the several companies for the time being working or using the St. Pancras line, each by two directors, and the appointment of every such director shall be under the common seal of the appointing company, and each company may from time to time, by writing under their common seal, remove both or either of the members of the committee appointed by them, and fill up any vacancy occurring among those members by death, resignation, or otherwise, which joint committee shall be called the London Central Railway Joint Committee, and is in this agreement referred to as the joint committee.

7. Any act or proceeding of the joint committee shall not be invalidated by reason only of any informality in or about the appointment or removal of any member thereof, or by reason only of the existence of a vacancy or vacancies among the members thereof.

8. The joint committee may from time to time appoint and may remove a secretary and such clerks and servants as they think fit. A copy of the minutes of every meeting of the joint committee shall, within three days after the meeting, be sent by the secretary of the joint committee to the secretary of each of the companies represented on such committee.

9. The proceedings of the joint committee shall be regulated as follows:—

- (1.) Three members of the committee shall form a quorum :
- (2.) The choosing of a chairman shall be the first business at each meeting of the committee :
- (3.) The chairman shall be chosen from the members present, so that a member representing each of the different companies may be chairman in rotation, unless it is otherwise agreed on unanimously at any meeting for that meeting :
- (4.) The chairman shall have one vote only :
- (5.) The resolutions of each meeting shall be determined by the majority of votes of the members present, but if at any meeting there is an equality of votes on any question, or if any representative or repre-

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sentatives of any company present at the meeting so require, or if there is no representative of a company present at the meeting, and the directors of that company, within 14 days after the meeting, by writing, under the hand of the secretary of that company, delivered to the secretary of the joint committee so require, then and in every such case the question shall stand referred to the standing arbitrator appointed by or under this agreement.

10. John Swift, of Portland Place, in the county of Middlesex, Esquire, and in default of him some competent and impartial person to be appointed by the Board of Trade on the application of any of the companies entitled to be represented on the joint committee, in writing under the hands of the chairman of their board of directors, shall be the first standing arbitrator.

11. Any standing arbitrator may be removed from his office by the directors of the companies for the time being entitled to be represented on the joint committee, by writing under the respective common seals of those companies, and any standing arbitrator other than the said John Swift may be removed by the Board of Trade on the representation of any one or more of those companies, by writing under the hand of a secretary or assistant secretary of the Board of Trade.

12. If any standing arbitrator dies, or resigns, or becomes incapable to act, or is removed from office, the directors of the companies for the time being entitled to be represented on the joint committee shall, within thirty days after notice of such death, resignation, incapacity, or removal, by writing under the respective common seals of those companies appoint another person to be standing arbitrator, and in default the Board of Trade, on the application of the directors of any one or more of those companies, shall appoint another competent and impartial person to be standing arbitrator, by writing under the hand of a secretary or assistant secretary of the Board of Trade.

13. The standing arbitrator for the time being may, on the request of the directors of any one of the companies for the time being entitled to be represented on the joint committee, in writing under the hand of the secretary of that company, review any previous decision of any standing arbitrator or of the committee, but any alteration of any such decision shall have a prospective operation only, and shall not affect anything done or suffered under the decision reviewed.

14. The joint committee shall fix the amount of the expenses of the joint committee, including the remuneration (if any) to be paid to the standing arbitrator for the time being, and (subject to the decision of the standing arbitrator) the mode of payment thereof and the proportion of the contributions to be made thereto by the several companies for the time being entitled to be represented on the joint committee.

15. The Central Company shall from time to time, at the request in writing and with the approval of the joint committee, make all necessary and proper byelaws for regulating the working and management of the traffic of the St. Pancras line.

16. The Midland Company shall, as from and after the efficient completion and opening of the St. Pancras line for public traffic, be entitled to receive for their own use all tolls, fares, rates, and charges for traffic conveyed by or on

account of them on or over that line, or any part thereof, or viâ any junction connecting the same with any other company's lines of railway, and shall pay to the Central Company an annual sum of 30,000*l.* (without any deduction) by equal quarterly payments on the 31st day of March, the 30th day of June, the 30th day of September, and the 31st day of December, the first of those payments, or an apportioned part thereof, to be made on the first of those days happening next after the efficient completion and opening for public traffic of the St. Pancras line. A.D. 1871.

17. The Midland Company shall from time to time, out of the receipts for traffic the subject of this article, make to the Central Company further payments in respect of passengers conveyed by them on the St. Pancras line as follows; (that is to say,)

- (1.) In respect of every passenger booked from or to any point on or beyond the Midland Company's system of railways to or from the station for the time being on the St. Pancras line nearest to the St. Pancras station of the Midland Company, for each journey, one eighth of a penny :
- (2.) In respect of every passenger (except as aforesaid) booked from or to any station in the Midland suburban district to or from any station on the St. Pancras line, for each journey, one halfpenny :
- (3.) In respect of every passenger (except as aforesaid) booked from or to any point on or beyond the Midland Company's system of railways outside their suburban district to or from any station on the St. Pancras line, for each journey, one penny :
- (4.) In respect of every passenger booked from any station on the St. Pancras line to any other station on that line, for each journey, one halfpenny :

But nothing in this provision shall apply to passengers conveyed with season tickets, and the terms and conditions for the conveyance of such passengers, including the payment to be made to the Central Company by the Midland Company in respect of such passengers, shall be from time to time settled by the joint committee.

18. The fixed and other payments to be made by the Midland Company by virtue of the two last preceding articles of this agreement shall be accepted by the Central Company in lieu or in full satisfaction and discharge of and for all tolls, fares, rates, and charges for traffic conveyed by the Midland Company on the St. Pancras line, or any part thereof, or viâ any junction connecting the same with any other company's line of railway.

19. The Midland Company shall from time to time fix the tolls, rates, and charges to be taken for traffic conveyed by or on account of them on or over the St. Pancras line, or any part thereof, or viâ any junction connecting the same with any other company's lines of railway, other than local traffic, and the joint committee shall from time to time fix the tolls, rates, and charges for local traffic.

20. The Midland Company shall, in the exercise of their rights under this agreement, in all respects duly conform to the byelaws of the Central Company, and shall indemnify the Central Company against any claim by reason of any act of the Midland Company, or any of their directors, officers, or servants in

A.D. 1871. — relation to the working or use by the Midland Company of the undertaking of the Central Company or the traffic thereon or thereat.

21. The Midland Company shall duly keep all accounts, particulars, and vouchers relating to traffic, the subject of article 17, proper and sufficient for the purposes of this agreement, and the same shall at all reasonable times be open to the inspection and transcription of the officer appointed for the purpose by the Central Company, and the Midland Company shall deliver to the Central Company monthly transcripts of such accounts, and shall, when required so to do by any officer so appointed as aforesaid, verify such accounts by the production of all proper and sufficient vouchers.

22. The total amount of the payments by this agreement stipulated to be made in respect of passengers, for each quarter ending one calendar month before each of the said quarterly days of payment, shall be paid over to the Central Company (without any deduction) on the quarterly day immediately succeeding the expiration of such month.

23. The Central Company may at any time admit the London and North-western Railway Company, or any one other railway company whose principal metropolitan terminus now existing is north of Leicester Square, to the use of the St. Pancras line jointly with the Midland Company; provided that the several payments to be made to the Central Company in respect of such use by the company so admitted shall be in no respect lower than the payments to be made by the Midland Company under this agreement, and until such admission as aforesaid the Central Company shall retain and have the use of the St. Pancras line jointly with the Midland Company under this agreement, and with the South-eastern Railway Company under any agreement made or to be made with that company: Provided also, that if and so long as the Central Company work as aforesaid, they shall be bound to book and forward in their trains traffic to and from the Midland Company's system of railways (but on the request only of the Midland Company), receiving in such event similar payments to those provided for in article 17, and also such fair allowance for working expenses as shall be agreed, or failing agreement, shall be settled by arbitration.

24. No clause which shall or may be prejudicial to the interests of the Midland Company under this agreement shall be inserted in the Bill now pending in Parliament, or in any Act to be hereafter applied for by or on behalf of the Central Company, or in any agreement to be made by them with any company, corporation, or person, without the sanction of the Midland Company.

25. If the Central Company grant or allow to any other company greater facilities and advantages than those by this agreement granted to the Midland Company, they shall grant or allow the same, or equal facilities and advantages, to the Midland Company without requiring any payment in respect thereof further or additional to those specified in articles 16 and 17: Provided also, that if the payments to be made by the South-eastern Railway Company under the agreement made with them, or by any other railway company under any agreement to be made with such other railway company, are or shall be reduced, a rateable reduction shall be made in the payments to be thenceforth made by the Midland Company under this agreement.

26. Notwithstanding anything in this agreement, the Central Company shall have and retain the exclusive property of and in all refreshment rooms, advertising spaces, book stalls, and lavatories on the St. Pancras line, and may establish and from time to time alter or remove the same, and may let or dispose of and receive and appropriate all rents and profits accruing from the lands and buildings (including arches) of the Central Company as owners of the St. Pancras line not required for the purposes of the Midland Company as workers of the St. Pancras line.

27. Nothing in this agreement shall authorise the Midland Company to use any station on the St. Pancras line for the reception or delivery of traffic other than passenger or parcels traffic.

28. This agreement shall be without prejudice to any agreement made or to be made by the Central Company with the South-eastern Railway Company for the admission of the South-eastern Railway Company to the use of the St. Pancras line jointly with the Central Company; and on any such agreement being made with the South-eastern Railway Company, the provisions thereof and of this agreement shall have effect together, so as (subject to the provisions thereof and of this agreement) to confer and reserve the joint and equal use of the St. Pancras line on and to the Midland Company, and the South-eastern Railway Company and the Central Company, or such one other Company (if any) as the Central Company admit in accordance with this agreement.

29. This agreement shall operate in perpetuity.

30. This agreement is made subject to the approval of Parliament.

31. This agreement shall be scheduled to the Bill, and shall, if Parliament so think fit, be confirmed thereby, and in the event of the same not being confirmed by Parliament in the present session, then the Central Company may apply to Parliament in the session of 1872 for the confirmation of this agreement, and the Midland Company shall support the application, but the Bill containing any such future confirmation shall be subject to the sanction of the Midland proprietors.

32. If any difference arises between the Central Company and the Midland Company touching the construction or effect of this agreement, or touching any act or thing to be done, permitted, or omitted in pursuance thereof, or touching anything relating thereto, and the matter respecting which such difference arises is not a matter within the scope of the authority of the joint committee, or the difference arises before the appointment of the joint committee, or after the Central Company have ceased to be represented on the joint committee, then and in every such case the difference shall, by virtue of this agreement, stand referred to the determination of a single arbitrator under and according to the Railway Companies Arbitration Act, 1859, and the Common Law Procedure Act, 1854, or any statutory modification thereof respectively, and the arbitrator shall have power in every case to direct what is to be done by any party.

33. This agreement shall, within thirty days after the Bill receives the royal assent, be executed by the Central Company under their common seal, and upon such execution the said Basil Thomas Woodd and John Cater shall be

A.D. 1871. absolutely discharged from all responsibility in respect of their being parties to or executing this agreement.

In witness whereof the said Basil Thomas Woodd and John Cater have hereunto set their respective hands and seals, and the Midland Railway Company have hereunto caused their common seal to be affixed, the day and year first above written.

Signed, sealed, and delivered by the
above-named Basil Thomas Woodd
and John Cater, in the presence of

HENRY TOOGOOD,
16, Parliament Street,
London.

BASIL T. WOODD.

L.S.

JOHN CATER.

L.S.

The common seal of the Midland Railway Company
was affixed hereto in the presence of

JAMES SAMUEL BEALE, Solicitor,
28, Great George Street,
Westminster.

L.S.

SECOND SCHEDULE—*continued.*

AN AGREEMENT, made the twentieth day of July 1871, between Basil Thomas Woodd and John Cater, Esquires, two of the persons named in the London Central Railway Bill now pending in Parliament, as first directors of the London Central Railway Company, to be thereby incorporated, of the one part, and the South-eastern Railway Company of the other part.

FOR the considerations in this agreement appearing it is hereby mutually agreed by and between the parties hereto, for themselves and their respective heirs, executors, administrators, successors, and assigns, as follows; (that is to say,)

1. In this agreement—

“The Bill” means “the London Central Railway Bill;”

“The Central Company” means the Company intended to be incorporated by the Bill;

“The South-eastern Company” means the South-eastern Railway Company;

“The Saint Pancras line” means the railway described in the Bill as No. 2, and so much of the railway described in the Bill as No. 1 as lies between the junction therewith of railway No. 2 and the Charing Cross Railway;

“Local traffic” means traffic beginning and ending on the Saint Pancras line.

2. The Saint Pancras line shall be constructed with two lines of way, with all needful stations, sidings, and conveniences, which shall include an additional line formed and laid down at or adjoining the station for the time being on the Saint Pancras line nearest to the Charing Cross station of the South-eastern Company, and at or adjoining the station for the time being on the Saint

Pancras line nearest to the Saint Pancras station of the Midland Railway Company, and also at or adjoining any station at Euston or at any junction made with the line of any company hereafter. All the works shall be constructed to the satisfaction of the inspecting officer of the Board of Trade. A.D. 1871.

3. From and after the efficient completion and opening for public traffic of the Saint Pancras line, the South-eastern Company shall, subject to the provisions of this agreement, be at all times entitled, with and for the purposes of all traffic of every description coming from or going to any point on or beyond the Saint Pancras line or the South-eastern Company's system of railways to or from any other railway or station whatsoever now or hereafter existing, and of all local traffic, to run over, work, and use the Saint Pancras line, including all junctions with the lines of other companies, stations, sidings, and other conveniences and appurtenances connected therewith or belonging thereto now or hereafter, including any junction with the line of the London and North-western Railway Company.

4. The Central Company shall at all times, subject to the provisions of this agreement, maintain the Saint Pancras line, and all junctions, stations, sidings, signals, approaches, works, conveniences, and appurtenances connected therewith or belonging thereto, in thorough repair and in good and safe working order, and shall pay all rates and taxes (except passenger duty) leviable in respect thereof, and all rents for gas and water for station purposes.

5. The South-eastern Company shall be at liberty, at their own cost and for the purposes of the traffic worked by them under this agreement, to provide and support at all stations on the Saint Pancras line their own booking clerks and porters.

6. The management and working of the traffic on the Saint Pancras line, including all junctions with the lines of other companies, shall, subject to the provisions of this agreement, be vested in and regulated by a joint committee, on which committee there shall be represented (subject to the provisions of this agreement) the Central Company and the several companies for the time being working or using the Saint Pancras line, each by two directors; and the appointment of every such director shall be made under the common seal of the appointing company, and each company may from time to time by writing under their common seal remove both or either of the members of the committee appointed by them, and fill up any vacancy occurring among those members by death, resignation, or otherwise, which joint committee shall be called "The London Central Railway Joint Committee," and is in this agreement referred to as the joint committee.

7. Any act or proceeding of the joint committee shall not be invalidated by reason only of any informality in or about the appointment or removal of any member thereof, or by reason only of the existence of a vacancy or vacancies among the members thereof.

8. The joint committee may from time to time appoint and may remove a secretary and such clerks and servants as they think fit. A copy of the minutes of every meeting of the joint committee shall, within three days after the meeting, be sent by the secretary of the joint committee to the secretary of each of the companies represented on such committee.

A.D. 1871.
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9. The proceedings of the joint committee shall be regulated as follows :

(1.) Three members of the committee shall form a quorum :

(2.) The choosing of a chairman shall be the first business at each meeting of the committee :

(3.) The chairman shall be chosen from the members present, so that a member representing each of the different companies may be chairman in rotation, unless it is otherwise agreed on unanimously at any meeting for that meeting :

(4.) The chairman shall have one vote only :

(5.) The resolutions of each meeting shall be determined by the majority of votes of the members present, but if at any meeting there is an equality of votes on any question, or if any representative or representatives of any company present at the meeting so require, or if there is no representative of a company present at the meeting, and the directors of that company, within fourteen days after the meeting, by writing under the hand of the secretary of that company delivered to the secretary of the joint committee, so require, then and in every such case the question shall stand referred to the standing arbitrator to be appointed under this agreement.

10. John Swift, of Portland Place, in the county of Middlesex, Esquire, and in default of him some competent and impartial person to be appointed by the Board of Trade on the application of any of the companies entitled to be represented on the joint committee in writing under the hand of the chairman of such company's board of directors, shall be the first standing arbitrator.

11. Any standing arbitrator may be removed from his office by the directors of the companies for the time being entitled to be represented on the joint committee, by writing under the respective common seals of those companies ; and any standing arbitrator, other than the said John Swift, may be removed by the Board of Trade on the representation of any one or more of those companies, by writing under the hand of a secretary or assistant secretary of the Board of Trade.

12. If any standing arbitrator dies, or resigns, or becomes incapable to act, or is removed from office, the directors of the companies for the time being entitled to be represented on the joint committee shall, within thirty days after notice of such death, resignation, incapacity, or removal, by writing under the respective common seals of those companies, appoint another person to be standing arbitrator ; and in default thereof the Board of Trade, on the application of the directors of any one or more of those companies, shall appoint another competent and impartial person to be standing arbitrator, by writing under the hand of a secretary or assistant secretary of the Board of Trade.

13. The standing arbitrator for the time being may, on the request of the directors of any one of the companies for the time being entitled to be represented on the joint committee, in writing under the hand of the secretary of that company, review any previous decision of any standing arbitrator or of the committee ; but any alteration of any such decision shall have a prospective operation only, and shall not affect anything done or suffered under the decision reviewed.

14. The joint committee shall fix the amount of the expenses of the joint committee, including the remuneration (if any) to be paid to the standing arbitrator for the time being, and (subject to the decision of the standing arbitrator) the mode of payment thereof, and the proportion of the contributions to be made thereto by the several companies for the time being entitled to be represented on the joint committee.

15. The Central Company shall from time to time, at the request in writing and with the approval of the joint committee, make all necessary and proper byelaws for regulating the working and management of the traffic on the Saint Pancras line.

16. The South-eastern Company shall, as from and after the efficient completion and opening of the Saint Pancras line for public traffic, be entitled to receive for their own use all tolls, fares, rates, and charges for traffic conveyed by or on account of them on or over that line, or any part thereof, or viâ any junction connecting the same with any other company's lines of railway, and shall pay to the Central Company an annual sum of twenty thousand pounds (without any deduction), by equal quarterly payments on the thirty-first day of March, the thirtieth day of June, the thirtieth day of September, and the thirty-first day of December; the first of those payments, or an apportioned part thereof, to be made on the first of those days happening next after the efficient completion and opening for public traffic of the Saint Pancras line.

17. The South-eastern Company shall from time to time, out of the receipts for traffic the subject of this article, make to the Central Company further payments in respect of passengers conveyed by them on the Saint Pancras line as follows; (that is to say,)

- (1.) In respect of every passenger booked from or to any point on or beyond the South-eastern Company's system of railways to or from the station for the time being on the Saint Pancras line nearest to the Charing Cross station of the South-eastern Company, for each journey one eighth of a penny :
- (2.) In respect of every passenger (except as aforesaid) booked from or to any point on or beyond the South-eastern Company's system of railways to or from any station on the Saint Pancras line, for each journey one halfpenny :
- (3.) In respect of every passenger (except as aforesaid) booked from any station on the Saint Pancras line to any other station on that line, for each journey one halfpenny :

But nothing in this article shall apply to passengers the subject of this article conveyed with season tickets, and the terms and conditions for the conveyance of such passengers, including the payments to be made by the South-eastern Company to the Central Company in respect of such passengers, shall be from time to time settled by the joint committee.

18. The fixed and other payments to be made by the South-eastern Company by virtue of the two last preceding articles of this agreement shall be accepted by the Central Company in lieu or in full satisfaction and discharge of and for all tolls, fares, rates, and charges for traffic conveyed by or on account of the South-eastern Company on or over the Saint Pancras line or any part thereof,

A.D. 1871. or viâ any junction connecting the same with any other company's lines of railway.

19. The South-eastern Company shall from time to time fix the tolls, fares, rates, and charges to be taken for all traffic conveyed by or on account of them on or over the Saint Pancras line or any part thereof, or viâ any junction connecting the same with any other company's lines of railway, other than local traffic; and the joint committee shall from time to time fix the tolls, fares, rates, and charges to be taken for local traffic.

20. The South-eastern Company shall, in the exercise of their rights under this agreement, in all respects duly conform to the byelaws of the Central Company to be made as herein-before provided, and shall indemnify the Central Company against any claims occasioned by reason of any default of the South-eastern Company, or any of their directors, officers, or servants, in relation to the working or use by the South-eastern Company of the undertaking of the Central Company or the traffic thereon or thereat.

21. The South-eastern Company shall duly keep all accounts, particulars, and vouchers relating to the traffic the subject of article 17, proper and sufficient for the purposes of this agreement, and the same shall at all reasonable times be open to the inspection and transcription of the officer appointed for the purpose by the Central Company; and the South-eastern Company shall deliver to the Central Company monthly transcripts of such accounts, and shall, when required so to do by any officer so appointed as aforesaid, verify such accounts by the production of all proper and sufficient vouchers.

22. The total amount of the payments by this agreement stipulated to be made in respect of passengers for each quarter ending one calendar month before each of the said quarterly days of payment shall be paid over to the Central Company (without any deduction) on the quarterly day immediately succeeding the expiration of such month.

23. The Central Company may at any time admit the London and North-western Railway Company, or any one other railway company whose principal metropolitan terminus now existing is north of Leicester Square, to the use of the Saint Pancras line jointly with the South-eastern Company; and the Central Company shall, on the request of the South-eastern Company, admit the London and North-western Railway Company, or any one other railway company whose principal metropolitan terminus now existing is north of Leicester Square, to the use of the Saint Pancras line jointly with the South-eastern Company: Provided, that the several payments to be made to the Central Company in respect of such use by the company so admitted shall be in no respect lower than the payments to be made by the Midland Railway Company under the agreement made with that Company; and until such admission as aforesaid, the Central Company shall retain and have the use of the Saint Pancras line jointly with the South-eastern Company under this agreement, and with the Midland Railway Company under the agreement made with that Company: Provided also, that if and so long as the Central Company work as aforesaid, they shall be bound to book and forward in their trains traffic to and from the South-eastern Company's system of railways (but on the request only of the South-eastern Company), receiving in such event similar payments to those provided for by article 17, and also such fair allow-

ance for working expenses as shall be agreed, or failing agreement, shall be settled by arbitration. A.D. 1871.

24. No clause which shall or may be prejudicial to the interests of the South-eastern Company under this agreement shall be inserted in the Bill now pending in Parliament, or in any Act to be hereafter applied for by or on behalf of the Central Company, or in any agreement to be made by them with any company, corporation, or person, without the sanction of the South-eastern Company.

25. If the Central Company grant or allow to any other company greater facilities and advantages than those by this agreement granted to the South-eastern Company, they shall grant or allow the same or equal facilities and advantages to the South-eastern Company without requiring any payment in respect thereof further or additional to those specified in articles 16 and 17: Provided also, that if the payments to be made by the Midland Railway Company under the agreement made with them, or by any other railway company under any agreement to be made with such other railway company, are or shall be reduced, a rateable reduction shall be made in the payments to be thenceforth made by the South-eastern Company under this agreement.

26. Notwithstanding anything in this agreement, the Central Company shall have and retain the exclusive property in all refreshment rooms, advertising spaces, book stalls, and lavatories on the Saint Pancras line, and may establish and from time to time alter or remove the same, and may let or dispose of, and receive and appropriate all rents and profits accruing from the lands and buildings (including arches) of the Central Company as owners of the Saint Pancras line not required for the purposes of the South-eastern Company as workers over the Saint Pancras line.

27. Nothing in this agreement shall authorise the South-eastern Company to use any station on the Saint Pancras line for the reception or delivery of traffic other than passenger or parcels traffic.

28. This agreement shall be without prejudice to any agreement made or to be made by the Central Company with the Midland Railway Company for the admission of the Midland Railway Company to the use of the Saint Pancras line jointly with the Central Company; and on any such agreement being made with the Midland Railway Company the provisions thereof and of this agreement shall have effect together, so as, subject to the provisions thereof and of this agreement, to confer and reserve the joint and equal use of the Saint Pancras line on and to the South-eastern Company and the Midland Railway Company and the Central Company, or such one other Company (if any) as the Central Company admit in accordance with this agreement.

29. This agreement shall operate in perpetuity.

30. This agreement is made subject to the approval of Parliament.

31. This agreement shall be scheduled to the Bill, and shall, if Parliament so think fit, be confirmed thereby; and in the event of the same not being confirmed by Parliament in the present session, then the Central Company may apply to Parliament in the session of 1872 for confirmation of this agreement, and the South-eastern Company shall support the application, but the Bill containing any such future confirmation shall be subject to the sanction of the South-eastern proprietors.

A.D. 1871.

32. If any difference arises between the Central Company and the South-eastern Company touching the construction or effect of this agreement, or touching any act or thing to be done, permitted, or omitted in pursuance thereof, or touching anything relating thereto, and the matter respecting which such difference arises is not a matter within the scope of the authority of the joint committee, or the difference arises before the appointment of the joint committee, or after the Central Company have ceased to be represented on the joint committee, then and in every such case the said difference shall, by virtue of this agreement, stand referred to the determination of the standing arbitrator for the time being under this agreement, and every reference to arbitration under this agreement shall be conducted in accordance with the provisions of "The Railway Companies Arbitration Act, 1859," or any statutory modification thereof, and the arbitrator shall have power in every case to direct what is to be done by any party.

33. This agreement shall, within thirty days after the Bill receives the royal assent, be executed by the Central Company under their common seal, and upon such execution the said Basil Thomas Woodd and John Cater shall be absolutely discharged from all responsibility in respect of their being parties to or executing this agreement.

In witness whereof the said Basil Thomas Woodd and John Cater have hereunto set their hands and seals, and the South-eastern Railway Company have hereunto caused their common seal to be affixed, the day and year first above written.

Signed, sealed, and delivered by the
above-named Basil Thomas Woodd
and John Cater, in the presence of
CHARLES BURT,
7, Parliament Street,
Solicitor.

BASIL T. WOodd.

L.S.

JOHN CATER.

L.S.

The common seal of the South-eastern Railway Company
was affixed hereto in the presence of
EDWARD P. CEARNs, Solicitor,
6, St. Thomas Street.

L.S.