



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cccxxiii.

An Act for making Railways from the *Hampstead Road* to the *Charing Cross Railway* at *Hungerford*, with a Branch to the *London and North-western Railway*, and for making new Streets from *Tottenham Court Road* to *Chandos Street, Strand*, and from the *Strand* to *Duke Street*; and for other Purposes. [29th July 1864.]

WHEREAS the Construction of Lines of Railway from the *Hampstead Road* in the Parish of *Saint Pancras* in the County of *Middlesex* to the *Charing Cross Railway* at or near *Hungerford*, with a Branch to the *London and North-western Railway*, would be of public and local Advantage: And whereas the making of new Streets from *Tottenham Court Road* to *Chandos Street, Strand*, and from the *Strand* to *Duke Street*, would be of public and local Advantage and could be conveniently and economically effected in connexion with the Construction of the before-mentioned Railways: And whereas the Persons herein-after named, with other Persons, are willing at their own Expense to construct such Railways and Streets, if authorized by Parliament so to do: And

[*Local.*]

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whereas

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whereas Plans and Sections showing the Situation, Lines, and Levels of the intended new Railways and Streets respectively, and the Lands proposed to be taken or which may be required to be taken for the Purposes of this Act, and Books of Reference to those Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of those Lands respectively, have been deposited with the Clerk of the Peace for the County of *Middlesex*: And whereas it is expedient that the Company so to be incorporated, and the *London and North-western Railway Company*, the *Charing Cross Railway Company*, and the *South-eastern Railway Company* (herein-after called the "Three Companies,") or any One or more of them, should be authorized to enter into such Traffic and Working Arrangements as herein-after in that Behalf expressed: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title. 1. This Act may be cited for any Purpose as "*North-western and Charing Cross Railway Act, 1864.*"

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

2. "The Companies Clauses Consolidation Act, 1845," Part I., relating to Cancellation and Surrender of Shares, of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I., relating to Construction of a Railway, and Part III., relating to Working Agreements, of "The Railways Clauses Act, 1863," shall (except in so far as the Provisions of those Acts or Parts of Acts are expressly varied or excepted by this Act) be incorporated with and form Part of this Act.

Interpretation of Terms as to incorporated Acts and Parts of Acts.

3. In construing in connexion with this Act the Acts and Parts of Acts incorporated herewith, the Term "Superior Courts" includes any Court of competent Jurisdiction as in this Act defined, and 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*, and the Word "Sheriff" in "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses

Consoli-

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Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," shall with respect to this Act, so far as the same affects the Railways and Works authorized by this Act, which shall be within the City and Liberty of *Westminster*, mean the High Bailiff of *Westminster* in all Cases where the High Bailiff discharges the Duties and Offices usually discharged by the Sheriff.

4. In this Act and in the Acts and Parts of Acts incorporated therewith, the Expression "Court of competent Jurisdiction," or any other like Expression 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, and the Term "Traffic" shall have the Meaning assigned to that Term in and by "The Railway and Canal Traffic Act, 1854."

Interpreta-
tion of cer-
tain other
Terms.

5. *Philip Hemery Le Breton, Edward Cobb, John Howard Blackwell, Charles Herrick Burnaby, Joshua Proctor Brown Westhead, Ross Donnelly Mangles, Richard Ryder Dean, Michael Luming Melville, The Honourable James Byng, William Gordon Thomson, Jonathan Mellor, and Nathaniel Buckley,* and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railways and Streets herein-after described, with all proper Works and Conveniences belonging thereto, according to the Provisions of this Act, and for other the Purposes herein and in the said incorporated Acts and Parts of Acts respectively contained, and for the Purposes aforesaid, are hereby incorporated by the Name of "The *North-western and Charing Cross Railway Company*," and by that Name shall be a Body Corporate with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said incorporated Acts contained.

Incorpora-
tion of
Company.

6. The Capital of the Company shall be Nine hundred and ninety thousand Pounds, divided into Ninety-nine thousand Shares of the Amount of Ten Pounds each.

Capital.

7. The greatest Amount of any One Call to be made on any Share created by the Company under this Act shall not exceed One Fifth of the Amount of such Share, and Two Months at the least shall be the Interval between successive Calls, and Four Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon such Share, and no

Calls.

Share

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Share shall be issued by the Company, or shall vest in the Person accepting the same, until not less than *Twenty per Centum* on the nominal Amount thereof shall have been paid thereon.

Interest or Dividend not to be paid on Calls paid up.

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

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

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

Power to borrow on Mortgage.

10. The Company may borrow on Mortgage any Sum not exceeding in the whole Three hundred and thirty thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Nine hundred and ninety thousand Pounds shall have been subscribed for and One Half thereof shall have been paid up, and the Company shall have proved to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for the whole of the said Capital of Nine hundred and ninety thousand Pounds have been issued and accepted *bonâ fide*, and that not less than *Twenty per Centum* has been paid up on account of each separate Share before or at the Time of the Issue or Acceptance thereof, and that such Shares were taken *bonâ fide* and are held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Facts the Certificate of such Justice under that Section shall be sufficient Evidence).

Application of Monies raised.

11. All Monies raised under the Powers of this Act, either by Shares or by borrowing, shall be applied in carrying out the Purposes of this Act only, and for no other Purpose.

12. The

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12. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act. First Ordinary Meeting.
13. The Number of Directors of the Company shall be Twelve, and the Qualification of a Director shall be the Possession in his own Right of Shares in the Undertaking of the aggregate nominal Value of Five hundred Pounds at the least. Number and Qualification of Directors.
14. The Quorum of a Meeting of Directors shall be Four. Quorum of Directors.
15. *Philip Hemery Le Breton, Edward Cobb, John Howard Blackwell, Charles Herrick Burnaby, Joshua Proctor Brown Westhead, Ross Donnelly Mangles, Richard Ryder Dean, Michael Luming Melville, The Honourable James Byng, William Gordon Thomson, Jonathan Mellor, and Nathaniel Buckley* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company. First Directors.
16. At the First Ordinary Meeting of the Company the Shareholders present, personally or by proxy, may either continue in Office the First Directors or may elect a new Body of Directors, or may continue in Office any Number of the First Directors and elect Directors to supply the Places of those not continued in Office, the First Directors being in each Case eligible for Re-election; and at the First Ordinary Meeting to be held in the Year One thousand eight hundred and sixty-five, and at the First Ordinary Meeting in every subsequent Year, One Third of the Directors (to be determined in manner provided by "The Companies Clauses Consolidation Act, 1845") shall retire from Office, and the Shareholders present, personally or by proxy, shall agreeably to the Provisions of that Act elect Persons to supply the Places of the Directors then retiring from Office, and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue Directors until others are elected in their Stead as provided by that Act. Provision for Directors retiring and future Elections.
17. Subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts and Parts of Acts contained, the Company may make the Railways, Streets, and Works by this Act authorized in the Lines and according to the Levels defined upon the Plans and Sections and upon the Lands delineated on the Plans and described in the Books of Reference deposited as aforesaid, and for the Purposes of this Act the Company may enter upon, take, and use such of those Lands as they think necessary, and also all or any of the Lands numbered upon the Plans deposited as aforesaid, for the Railway on those Plans described as Railway No. 8, 1 to 28 (both Numbers inclusive) in the Parish of *St. Pancras*. Power to construct Works.

*North-western and Charing Cross Railway Act, 1864.*Description
of Works.

18. The Railways, Streets, and Works by this Act authorized comprise the following; (that is to say,)

First, a Railway (herein-after referred to as "the Main Line") commencing in the Parish of *Saint Pancras* in the County of *Middlesex*, at the Point of Junction therewith in the Turnpike Road called *Hampstead Road* shown upon the Plans deposited as aforesaid of the Railway next herein-after described, and terminating in the Parish of *Saint Giles in the Fields* in the same County, at the Point of Junction therewith as shown upon those Plans of the *Charing Cross Railway Junction* also herein-after described :

Secondly, a Railway (herein-after referred to as "the *North-western Junction*") in the said Parish of *Saint Pancras*, commencing by a Junction with the Main Line, and terminating by a Junction with the *London and North-western Railway* near the Bridge by which *Stanhope Street* and *Stanhope Place* are carried over that Railway :

Thirdly, a Railway (herein-after referred to as "the *Charing Cross Railway Junction*") commencing in the Parish of *Saint Giles in the Fields* in the said County of *Middlesex* by a Junction with the Main Line, and terminating in the said Parish of *Saint Martin in the Fields* by a Junction with the *Charing Cross Railway* :

Fourthly, a new Street (herein-after referred to as "Street No. 1"), with Road and Footways, in the said Parish of *Saint Giles in the Fields*, commencing in or out of *Oxford Street* and *High Street, St. Giles*, at or near their Junction with *Tottenham Court Road*, and terminating at or in *Little Saint Andrew Street* and *Tower Street* at their Junction with *Upper Saint Martin's Lane* :

Fifthly, a new Street (herein-after referred to as "Street No. 2"), with Road and Footways, in the said Parish of *Saint Martin in the Fields*, commencing in or out of *Long Acre* and *Cranbourne Street* at their Junction with *Saint Martin's Lane* and *New King Street*, and terminating at and on the North Side of *Chandos Street* :

Sixthly, a new Street (herein-after referred to as "Street No. 3"), with Road and Footway, in the said Parish of *Saint Martin in the Fields*, commencing in or out of the South Side of the *Strand* and terminating at and on the North Side of *Duke Street*, to be formed in manner herein-after provided,

As to
Junction
with London
and North-
western
Railway.

19. The Junction of the *North-western Junction* with the *London and North-western Railway* shall be made only at such Point within the Limits of Deviation shown upon the Plans deposited as aforesaid as shall be approved by the Engineer for the Time being of that Company,

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Company, by Writing under his Hand, and in all other respects the Provisions as to Junctions of Part I., relating to Construction of a Railway, of the Railways Clauses Act, 1863, shall apply to the *North-western Junction*.

20. The Junction of the *Charing Cross Railway Junction* with the *Charing Cross Railway* shall be made only at such Point 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 Company who may for the Time being be the Owners of the *Charing Cross Railway*, by Writing under his Hand; and all Works by this Act authorized (including any Station) which may be constructed to the Southward of the *Strand* shall 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.

21. 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 *Charing Cross Railway Company*, or of the Lands and Works of the *Charing Cross Hotel Company*, without the Consent in Writing of the Company to whom such Lands, Works, or Stations respectively may for the Time being belong: Provided always, that for the Purpose only of constructing the *Charing Cross Railway Junction*, and of effecting the Junction thereof with the *Charing Cross Railway*, the Company may purchase and take, and the *Charing Cross Railway Company* may and shall sell and grant to them accordingly, an Easement in or over or Right of using any of the Land of the *Charing Cross Railway Company* lying to the Southward of *York Buildings*.

Lands, &c. of Charing Cross Railway Company and Charing Cross Hotel Company not to be taken without Consent.

22. In all respects not otherwise provided for by this Act the Provisions as to Junctions of Part I., relating to Construction of a Railway of the Railways Clauses Act, 1863, shall apply to the *Charing Cross Railway Junction*.

Provisions of 26 & 27 Vict. c. 92. to apply to Charing Cross Junction.

23. Notwithstanding anything in this Act contained, the Company may, for the Purposes of the Railways and Works by this Act authorized, stop up *Duke Street* and *York Alley* in the Parish of *Saint Martin in the Fields*, and use and appropriate so much of the Sites thereof respectively as lies between *Villiers Street* and *Buckingham Street*.

Company may appropriate Duke Street and York Alley.

24. 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

As to Widths of Streets Nos. 1. & 2.

Streets

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Streets respectively, throughout the entire Length of each of those Streets : Provided always, that between the Commencement of Street No. 1, as by this Act authorized, and *Denmark Street* in the Parish of *Saint Giles* aforesaid the Company may leave an Opening in the Course of Street No. 1, for the Purpose of affording Access or Light or Air to the Main Line of Railway by this Act authorized, or any Station thereof, and it shall be sufficient for the Company to make the Portion of Street No. 1 on each Side of that Opening of the clear Width of not less than Thirty-three Feet, exclusive of the Sites aforesaid.

As to Construction of Street No. 3.

25. Street No. 3 shall not be constructed upon the Centre Line shown on the Plans deposited as aforesaid, but shall be constructed within the Limits of Deviation shown upon such Plans in immediate Connexion with *Buckingham Street, Strand*, and so as to form with that Street One Street of the clear Width (including the present Width of the Roadway and Footway of *Buckingham Street* aforesaid) of not less than Thirty Feet, exclusive of the Houses now being in *Buckingham Street* aforesaid, and of the Sites for the Houses of Street No. 3.

New Streets to be opened simultaneous with Railways.

26. It shall not be lawful for the Company to open for public Traffic the Railways or any Part of the Railways by this Act authorized, unless and until they shall have made and completed the Roadways and Footways of the several Streets by this Act authorized.

Power to deviate from Levels, &c.

27. Whereas the Railways by this Act authorized are intended to be constructed in Tunnel or by covered Way, and the same may interfere with underground Works under the Control of the Metropolitan Board of Works : Therefore it shall be lawful for the Company to deviate from the Levels and Gradients as marked upon the Sections deposited as aforesaid to any Extent which may be required or approved of by the said Board, but not so as to affect the Level or Inclination of the Surface of the Ground or of any existing Street or public Road.

Company not to take certain Lands without Consent of the Metropolitan Board of Works.

28. It shall not be lawful for the Company (except for the Purpose of constructing the *Charing Cross Railway Junction* by this Act authorized and Bridge Approach) to enter upon, purchase, take, or use, without the Consent of the Metropolitan Board of Works, any Lands which under or by virtue of "The *Thames Embankment Act, 1862*," the Metropolitan Board of Works have acquired or may acquire, except such or such Part of those Lands as may lie to the Northward of an imaginary Line drawn from and in a direct Line with the Southern End of the covered Terminus or Station of the *Charing Cross Railway* at *Hungerford*, and to the Westward of an
imaginary

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imaginary Line drawn from and in a direct Line with the Western Side of *Buckingham Street* aforesaid, as more particularly defined on a Plan deposited with the said Board, and signed by *John Hawkshaw* and *Joseph William Bazalgette*, but any of the said Lands which the Company may purchase or acquire under the Powers of this Act shall be held by them, and shall be thenceforth freed and discharged from all or any Rights of User by the Public, or other public or private Rights to which, either by virtue of "The *Thames Embankment Act, 1862*," or otherwise, such Lands are or would, had this Act not been passed, have been or be liable or subject, and if the Board are the Owners of such Lands or any Part thereof, the Purchase Monies or Compensation to be paid to the Board by the Company in respect thereof shall be settled by Agreement or by Arbitration in manner provided by "The *Lands Clauses Consolidation Act, 1845*."

29. All or any Works for carrying the *Charing Cross Railway Junction* by this Act authorized over any Lands which under or by virtue of "The *Thames Embankment Act, 1862*," the Metropolitan Board of Works have or shall have acquired to the Southward of an imaginary Line drawn from and in a direct Line with the Southern End of the covered Terminus or Station of the *Charing Cross Railway* at *Hungerford*, shall be executed only in accordance with such Plan or Plans as shall be approved by the Metropolitan Board of Works, such Approval to be testified by Writing under the Hand of the Chairman of that Board: Provided always, that if any Dispute shall arise between the Metropolitan Board of Works and the Conservators of the River *Thames* with reference to such Plan or Plans, the same shall be determined by the Board of Trade.

Certain Works affecting *Thames Embankment* to be subject to Approval of Metropolitan Board of Works.

30. Nothing in this Act contained shall affect, or prejudice, or exempt the Company or any of the Works by this Act authorized 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.

31. Subject to the Provisions of this Act, it shall be lawful for the Company to make and maintain at the Point of Intersection of any Street, Road, Court, Alley, or Passage with any of the Streets by this Act authorized, and at such other Points in Street No. 1 and Street No. 2 by this Act authorized as may be agreed upon between the Company and the Metropolitan Board of Works, all such Openings as may be necessary or convenient for affording Light or Air to the Railways or any of the Railways by this Act authorized: Provided

Openings may be made in Streets, &c. for Purpose of Ventilation of Railways.

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always,

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always, that any such Openings shall be fenced in and protected by an Erection to be constructed according to a Plan which has been approved by the Metropolitan Board of Works and signed by Mr. *Joseph William Bazalgette*, the Engineer of that Board, and by Mr. *John Hawkshaw* on behalf of the Company, or according to such other Plan as may be from Time to Time agreed upon between the Company and the said Board.

Company to
restore
Streets of
District
Board of
Works.

32. The Company shall not break up or disturb any Street or Place under the Control or Direction of any Vestry or of any District Board of Works, or the Pavement thereof (excepting those by this Act authorized to be stopped up), unless at least Seven Days previous Notice in Writing of their Intention so to do, specifying the Street, Place, or Pavement intended to be broken up or disturbed, be given to the Surveyor of such Vestry or District Board, or left for him at his Office; and the said Company shall proceed with their Works with such Despatch as to allow of such Street or Place being restored at the earliest practicable Period, and at latest within such Period or Periods as in the event of Difference may be prescribed from Time to Time by the Metropolitan Board of Works, and when the Company shall break up or disturb any such Street, Place, or Pavement they shall, so soon as the Works affecting it are completed, restore the Street, Place, or Pavement to as good a Condition as it was in when it was broken up or disturbed, and (if so required by such Vestry or District Board having the Control or Direction thereof) under the Superintendence and to the Satisfaction of their Surveyor, and shall keep the same in repair for Twelve Months thereafter; and if the Company fail to restore the Street, Place, or Pavement as herein-before provided they shall forfeit to such Vestry or District Board a Sum not exceeding Five Pounds for every such Offence, and an additional Five Pounds for every Day after the Expiration of that Period, and after Notice to them of the Delay, during which the Delay continues, and the said Vestry or District Board having the Control or Direction thereof may restore the Street, Place, or Pavement, and recover the Expense of such Restoration from the Company.

For Pro-
tection of
Sewers of
Metropolitan
and other
Boards.

33. Where any of the intended new Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of or so as to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," 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

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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, Thirty 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 same 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 Thirty Days after Service of the said Plans, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all Orders, Directions, and Regulations of the said Metropolitan Board, and of the respective Boards or Vestries in the Execution of the said Works, and shall provide by new, altered, or substituted Works in such Manner as such Boards or Vestries respectively may reasonably require for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works hereinbefore referred to, by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby, and all Works so provided shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board, or any District Board or Vestry may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to such Boards or Vestry by the Company on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

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Works not to be commenced without Consent of Conservators.

34. The Company shall not make or commence any Work whatsoever on the Shore or Bed of the River *Thames*, or of any Creek or Inlet thereof, so long as the same is vested in or under the Jurisdiction of the Conservators of the River *Thames*, without the Consent of the Conservators of the River *Thames* in Writing under the Hand of their Secretary first had and obtained.

Company not to interfere with Bed of *Thames*, except according to approved Plan.

35. Nothing in this Act contained shall authorize the Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames* or the Shore thereof, which may for the Time being be vested in or under the Jurisdiction of the Conservators of the River *Thames*, except according to Plans to be approved by the Conservators of the River *Thames*.

Company not to take Material from River without Consent.

36. The Company shall not take any Gravel, Soil, or other Material from the Bed of the River *Thames* without the previous Consent of the Conservators of the River *Thames* in Writing under the Hand of their Secretary.

If public Stairs shut up Company to erect others.

37. Whenever the Company shall shut up, remove, or take away, or in any Manner obstruct the free Use and Enjoyment of any existing public Stairs or Landing Place, they shall forthwith cause some equally convenient free public Stairs or Landing Place to be erected or provided in the Place or Stead of the Stairs or Landing Place so shut up, removed, or taken away, or the free Use and Enjoyment of which may be in any Manner obstructed.

Saving Rights of Conservators.

38. Nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Conservators of the River *Thames*, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Conservators did or might lawfully claim, use, or exercise.

Bonds to be entered into for Performance of Conditions as to Saint Pancras, Saint Martin in the Fields, and Saint Giles in the Fields.

39. 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 Parish of *Saint Pancras* and *Saint Martin in the Fields* or either of them, or of the Board of Works for the *Saint Giles* District, or to commence the Construction of any Part of the Railways or Works by this Act authorized, within the said Parishes or District, 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 Board, a Bond under the Common Seal of the Company, in a Penal Sum of Ten thousand Pounds, conditioned for the Payment by the

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the Company of any Costs, Charges, and Expenses to which the said Vestries or either of them, or District Board, may be subjected by the Nonobservance and Nonperformance by the Company of all and singular the Clauses, Conditions, and Agreements, Matters and Things herein contained, concerning the said Parish and District respectively, or either of them.

40. 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 of the Vestry of *Saint Pancras*, the Surveyor of the Parish of *Saint Martin in the Fields*, or of the Surveyor of the said District Board, as the Case may be: Provided 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.

Works to be executed under Superintendence.

41. No Works which will interfere with any Sewer, Drain, or Gully under the Control of the said Vestries, or either of them, or District Board, in front of, across, or abutting upon any Road or Street within the said Parishes or District 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 either of them, or District Board, as the Case may be, as any other Sewers or Works in the said Parishes or District now are or hereafter may be.

District Sewers to be made good.

42. The Company shall, on Demand, repay to the said Vestries and District Board respectively all Expenses which may be incurred by the said Vestries or District Board by reason of the Works of the Company, in altering or making good and maintaining for Three Years any Sewers.

Expenses of Repairs of Sewers to be paid by Company.

43. 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 either of them, or

Company to complete Works with all reasonable Despatch.

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District for any of the Purposes of this Act (excepting the Construction of 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 either of them, or District Board 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 either of them, or District Board; and it shall be lawful for the said Vestries or their Chief Surveyor or Surveyor, and for the said District Board 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 Board 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.

Limited
Extent of
Street to be
opened.

44. Not more than Two hundred Yards in Length of any Street under the Control of the said Vestries or either of them, or District Board, shall be at any One Time broken up or disturbed by the Company unless 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 Board, or of their Surveyor.

When Works
cause a
Diversion of
Traffic, same
to be ap-
proved by
Surveyor.

45. 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 either of them, or District, 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 subject to the Approval of the said Chief Surveyor or Surveyor, as the Case may be; and it shall be lawful for the said Vestries or District Board 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.

Regulating
the Con-
struction of
Tunnel.

46. It shall not be lawful for the Company for the Purposes of the Railways or any of the Railways by this Act authorized, to alter
the

North-western and Charing Cross Railway Act, 1864.

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 Vestry or District Board, and where the Railways or any of the Railways by this Act authorized are constructed under any of such Roads by a Tunnel, the upper Surface of the Centre of the Arch thereof shall not be less than Thirty Inches below the Surface of the *Strand*, nor less than Forty-eight Inches below the Surface of any other Road over such Tunnel; and the said Tunnel shall be so made and maintained, and the Materials to be used in and about the Walls and Arch of the said Tunnel shall be such as to ensure the permanent Safety of every such Road and the Footpaths thereof; and the Company shall, at their own Expense and to the Satisfaction of the said Chief Surveyor or Surveyor, as the Case may be, for ever hereafter maintain the said Tunnel and Works, and the Company shall not acquire the Fee in any such Road, but only a Right by way of Easement to make and maintain their Railways under the Road.

47. Subject to the Provisions of this Act, it shall be lawful for the Company and the said Vestries or District Board respectively to agree as to the Construction of the Works in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the Company of all such Works as may be necessary or expedient for the Purposes aforesaid, and in case of any such Agreement it shall not be binding on the Company to do such of the Works, Matters, and Things required to be done by them as shall be by the said Agreement expressly dispensed with.

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

48. And whereas during the Construction of the Works of the Company in the Parishes of *Saint Pancras* and *Saint Martin in the Fields* respectively, the Vestries of those Parishes and in the Parish of *Saint Giles in the Fields* the said District Board, 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 either of them, or District Board, 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 respectively, or District Board, as the Case may be, 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.

Company to pay to Vestry and District Board Proportion of extra Costs incurred by them in Repair of Streets.

49. The Company shall at their own Expense deposit the Subsoil excavated, and the Materials of every Road, Street, Carriage or Foot

Deposit of Subsoil.

North-western and Charing Cross Railway Act, 1864.

Foot Way, Sewer, Drain, or Gully broken up or opened within the said Parishes or District 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 Parish or District 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* and *Saint Martin in the Fields*, and the said District Board or their Surveyor as regards the said District, 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 to reinstate them, and guard with Lights to prevent Accidents.

50. If the Company shall take up any Part of the Pavement, or otherwise disturb the Surface of any Street within the said Parishes or either of them, or District, 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 Board 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 Board 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 Board or their Surveyor, as the Case may be.

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

51. In the event of the Company requiring for the Purposes of the Railways or any of the Railways by this Act authorized (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 District respectively, then and in such Case only One Half of the Surface of such Road and only One Footpath

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path 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 shut up the other Half of the said Street or Road and the other Footpath.

52. If the Company shall fail to carry out any of the Provisions herein contained for the Protection of the said Vestries of *Saint Pancras* and *Saint Martin in the Fields*, and the said Board of Works for the *Saint Giles* District, or either of them, or with reference to such Parish or District, they shall forfeit and pay to the said Vestries respectively or District Board, 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.

Penalty on Company for Neglect, &c. in carrying out Provisions of Act.

53. Excepting as herein otherwise provided, if any Difference shall arise under the Provisions in this Act contained between the Company and the Chief Surveyor of the said Vestry of *Saint Pancras*, or the Surveyor of the said Vestry of *Saint Martin in the Fields*, or the Surveyor of the said Board of Works for the *Saint Giles* District, the same shall be from Time to Time referred to and determined by an Engineer to be agreed upon between the said Chief Surveyor and the Company or between the said Surveyor and the Company, as the Case may be, 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.

As to Settlement of Differences with *Saint Pancras*, *Saint Martin in the Fields*, and *Saint Giles*.

54. Any Sum of Money which may be expended, or Costs, Charges, and Expenses which may be incurred by the said Vestries or either of them, or District Board, 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 Board 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

Mode of recovering Money from the Company.

North-western and Charing Cross Railway Act, 1864.

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 Board 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 Board, 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 Board, 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.

Local Rates to be made good in the Parishes of Saint Pancras and Saint Giles.

55. 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 authorized, so far as the same are in the Parishes of *Saint Pancras* and *Saint Giles in the Fields* 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.

Company to complete and pave the new Street.

56. The Company shall, at their own Expense, cause the whole of the Roadways of the intended new Street in the Parishes of *Saint Giles in the Fields* and *Saint Martin in the Fields* to be paved with Granite in a substantial Manner, to the Satisfaction of the Metropolitan Board of Works.

For Protection of Hampstead Road.

57. Notwithstanding anything in this Act contained; the Company, their Contractors, Servants, and Workmen shall not in the Construction of any of the intended Works to be done under or by virtue of this Act or in the Use of any of the said Railways open or break up so much of the said Road called *Hampstead Road* as lies between the Commencement of the Main Line by this Act authorized and *Tottenham Court Road* aforesaid or any Part thereof, nor interfere with, take, or use the Surface of the same, nor the Footways thereof, and shall not make or erect within the same Limits any Shaft or Opening whatsoever.

58. The

North-western and Charing Cross Railway Act, 1864.

58. The Company shall restore and make good to all Owners of Property within the Limits mentioned in the last preceding Section all Damage which shall be in any Manner occasioned from Time to Time to such Property by the Construction of the said Works or the Use of the said Railways or any of them respectively, and shall also make Compensation for all Injury or Loss which shall directly or indirectly be sustained from Time to Time by any Body or Bodies, Person or Persons whomsoever, residing or carrying on Business within the Limits aforesaid by reason or in consequence of such Works and Railways or any of them respectively, whether such Loss or Injury shall arise from Loss of Trade occasioned by the Stoppage or Inconvenience of Traffic within the Limits aforesaid or in any adjoining Thoroughfare, or by other Means in any way connected with such Works and Railways; and in every Case of Dispute as to the Extent of Damage to be made good or of Compensation to be made such Dispute shall be referred to Mr. *Frederick James Clark*, of No. 6, *Lancaster Place, Strand*, in the County of *Middlesex*, Surveyor, to determine what Damage shall be made good, or what Compensation shall be made in lieu thereof, or what Compensation shall be made in respect of any such Injury or Loss as aforesaid, and his Decision shall be final: Provided, that all the Provisions of "The Lands Clauses Consolidation Act, 1845," as to Means of Evidence or otherwise relative to the settling Cases of disputed Compensation shall, so far as they are applicable, apply to References under this Section, and the Provisions of the same Act as to the Appointment of an Arbitrator shall also (so far as the same are applicable) apply in the Case of the Death of the said *Frederick James Clark*, or of his Refusal or Inability to act whether before or after such Reference: Provided, that only One Arbitrator shall be appointed in each such Case of Dispute.

Compensation to Owners of Property.

59. The Company shall at their own Expense erect, maintain, and continue a Passenger Station in the *Hampstead Road* aforesaid, to be called "the *Hampstead Road Station*," with proper Approaches at some convenient Spot between *Edward Street* and the Bridge under which the *London and North-western Railway* crosses the said *Hampstead Road*, and all the Passenger Trains of the Company passing such Station (except Express and Through Trains) shall call thereat.

Station to be erected at Hampstead Road.

60. The Articles of Agreement, bearing Date the Thirtieth Day of *March* One thousand eight hundred and sixty-four, and made between *Edward Cobb* and *John Howard Blackwell* on behalf of themselves and all other Parties Promoters of the Works by this Act authorized of the one Part, and the Marquess of *Salisbury*, K.G., of the other Part, as contained in the Schedule to this Act, and every Clause,

Agreement with the Marquess of Salisbury, K.G., confirmed.

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Clause, Matter, and Provision therein contained, shall be and the same are hereby confirmed, and shall be binding on the Company to all Intents and Purposes whatsoever.

Protecting
Saint Mar-
tin's Lane.

61. The Company shall not, nor shall their Contractors, Servants, or Workmen, either in the Construction of the Works authorized by this Act or at any subsequent Time, without the Consent of the said Marquess, his Heirs, Successors, or Assigns in Writing, break up or disturb the Surface of *Saint Martin's Lane* or *Upper Saint Martin's Lane*, either as regards the Carriageway or Footways thereof, or of either of them, except so far as may be absolutely necessary for erecting a Hoarding in connexion with the pulling down of the Numbers 59, 60, 61, and 62 *Saint Martin's Lane* aforesaid, nor shall the Company, their Contractors, Servants, or Workmen, do anything except as aforesaid or without such Consent as aforesaid, whereby the Traffic on the said Carriageway or Footways; or either of them, shall be diverted, obstructed, or impeded, and the said Company shall make good to the Owners, Lessees, and Occupiers of the Houses and Property of the said Marquess on the West Side of *Saint Martin's Lane* and *Upper Saint Martin's Lane* respectively, and to their Heirs, Executors, Administrators, and Assigns all Damage or Injury which shall be in any Manner occasioned to such Houses and Property by the Construction of the Works, or arising out of or in connexion therewith; and such Compensation shall be settled from Time to Time by Arbitration under the Provisions of the Lands Clauses Consolidation Act, 1845, Sections 25 to 37, both inclusive: Provided nevertheless, that after the widening of *Saint Martin's Lane* to the Width of Sixty Feet, as by this Act provided, it shall be lawful for the Company (with the Consent of the Authorities having Charge of the Street) to enclose or hoard in a Space of Ten Feet wide by Thirty Feet long in the Centre of that Part of *Saint Martin's Lane* aforesaid which lies between *New Street* and *Great May's Buildings* for the Purpose of facilitating the Construction of the said Railway.

Centre Line
to be main-
tained.

62. Except in so far as the Metropolitan Board of Works may otherwise require, the Company shall construct the Railway and Street hereby authorized, so far as the same affect the Lands of the said Marquess, according to the Centre Line and to the Levels shown on the Plans and Sections deposited as aforesaid, and notwithstanding anything in this Act contained the Company shall, for a nominal Consideration, immediately after the Construction of the Railway and Street through the Lands of the said Marquess, in conformity with the said Agreement, reconvey to the said Marquess, his Heirs or Assigns, or other his Successors in Title, so much of the Lands to be purchased and taken under the said Agreement as shall

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shall not be absolutely required for the Construction of the said Line of Railway, or of so much of the Street by this Act authorized as may be laid out for a Carriageway or Footway.

63. The said Company shall not temporarily or otherwise stop up *West Strand, Long Acre, Cranbourne Street, New King Street, New Street, Covent Garden, Chandos Street, Adelaide Street, King William Street, or Villiers Street*, all in the Parish of *Saint Martin in the Fields*, or any or either of them, or any Part thereof, further than may be necessary in the Construction of the Works by this Act authorized, any Question as to such Necessity to be determined by the Metropolitan Board of Works.

For Protection of Streets in Parish of Saint Martin in the Fields.

64. Nothing in this Act contained shall authorize the Company to stop up *Buckingham Street* in the Parish of *Saint Martin in the Fields* further than may be necessary for temporary Purposes in the Construction of the Works by this Act authorized, any Question as to such Necessity to be determined by the Metropolitan Board of Works.

Buckingham Street not to be stopped up except for temporary Purposes.

65. 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 authorized, so far as the same are in the Parish of *Saint Martin in the Fields*, are completed and assessed, or liable to be assessed, to the respective Rates, the Company shall be liable to make good the Deficiency in the Assessment for such Rates, by reason of such Lands, Houses, Buildings, or Property being taken or used by them for the Purposes of this Act, and the Deficiency shall be computed according to the Rental at which such Lands, Houses, Buildings, and Property respectively are now rated in the said Rate.

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

66. It shall not be lawful for the Company to open the Railway for public Traffic until they shall have purchased and acquired, and they are hereby required to purchase and acquire, so much and such Parts of the Land, Houses, and Buildings lying between *Buckingham Street, West Strand*, in the County of *Middlesex*, and *Villiers Street, West Strand*, aforesaid, as is or are situate between the South-eastern side of the Foot Pavement on the South-eastern Side of the *West Strand* aforesaid, and an imaginary Line drawn in continuation of and in a direct Line with the Front Wall of the Booking Office of the existing *Charing Cross Railway Station*; nor shall the Railway be opened for public Traffic until the Company shall have pulled down and removed the Houses and Buildings which they are hereby required to purchase, and shall have formed the Sites

Company to form Area in front of Station.

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thereof, except so much and such Parts thereof as may be required for the Formation of Street No. 3 by this Act authorized, into an open paved Forecourt or Area in front of the Railway Station, to the Satisfaction of the Metropolitan Board of Works; and it shall not at any Time be lawful for the Company to sell or dispose of or to erect any Building upon the Forecourt or Area, or any Part thereof, it being declared that the same shall be for ever maintained by the Company as an open public Place.

Byelaws for
regulating
User of
Forecourt
at Charing
Cross
Station.

67. The said open Forecourt shall be for ever vested in the Company, and shall be lighted, watched, paved, maintained, and kept in repair by them as an open public Place, and the same and the Fences, Gates, Pillars, Lamp Posts, Lamps, Pavements, Embellishments, Erections, and Lodges (to be approved in Writing by the Metropolitan Board of Works under their Seal) from Time to Time made, erected, or set up thereon, shall be subject to such Byelaws or Regulations with respect to the Maintenance, Repair, User, and Enjoyment thereof, and the Prevention of Nuisances and Annoyances there, and any Obstruction to the Approach to the Station, or Obstruction to or Interference with the Traffic of the Company as are from Time to Time made by the Company, with the Sanction or Approval of the Metropolitan Board of Works, to be signified by some Memorandum in Writing under the Seal of the Board; and with the like Sanction or Approval the Company from Time to Time may alter or repeal any of the Byelaws and Regulations and make or repeal others; and by any such Byelaw a Penalty not exceeding Forty Shillings for every Breach thereof may be imposed; and any Works as aforesaid which are from Time to Time approved in Writing by the Board as being consistent with the Maintenance of the open Forecourt as an open public Place shall not be deemed a Building prohibited by this Act, and the open Forecourt, subject only to the User thereof by the Public under such Byelaws and Regulations as aforesaid, shall be the Property exclusively of the Company.

Protecting
Tottenham
Court Road.

68. It shall not be lawful for the Company, or for their Contractors, Servants, or Workmen, either in the Construction of the Works authorized by this Act or in the subsequent Reparation and Maintenance thereof, to break up, open, encumber, or interfere with the Surface of *Tottenham Court Road*, or of any Part thereof, including as well the Footways as the Carriageway thereof, or to do anything whereby the Traffic on the said Footways and Carriageway, or either of them, may be diverted, obstructed, or hindered, and the Company shall make good to the Owners, Lessees, and Occupiers of the Houses in *Tottenham Court Road*, and to their respective Heirs, Executors, Administrators, or Assigns, all Damage which shall be in any Manner occasioned

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occasioned to such Property by the Construction of the Works or by the Use of the said Railway, whether by the Vibration of the Soil owing to the Passage of Trains or by any other Cause or Means whatsoever.

69. Provided always, That nothing in the preceding Section of this Act shall be deemed to restrict the Company from making (with the Approval of the Metropolitan Board of Works) Three Openings in the Roadway of *Tottenham Court Road* for the Purpose of affording Light and Air to the Railways by this Act authorized, and for the Purpose of setting out the Works by this Act authorized, the Position of which Openings shall be where the Metropolitan Board of Works shall prescribe: Provided always, that each of the Three said Openings shall be enclosed by an Erection of an ornamental Character, to be constructed according to a Design to be approved by the Metropolitan Board of Works, which said Erections shall not in any Case occupy more than a Four sided Space Five Feet long on each Side thereof; and the said Openings or Erections shall not be used for the Purpose of carrying Earth or Spoil from the said Railway or Works, or for raising or lowering Workpeople, Tools, Tackle, or Scaffolding, or for any other Purposes but for Light and Air or setting out as aforesaid.

Certain
Openings
only to be
made in
Tottenham
Court Road.

70. The Company shall pay to the Occupiers of the Houses in *Tottenham Court Road* full Compensation for any Damage, Injury, or Loss that may be sustained by them by reason of the Execution of any Works authorized or required by this Act, whether such Damage, Injury, or Loss be caused in the Process of executing such Works or subsequently thereto or by the Vibration of the Soil owing to the Passage of Trains or by any other Means, and whether or not such Damage would, but for this Enactment, have been the Subject of Compensation under the Provisions of the Acts incorporated herewith; and the Amount of such Compensation shall be settled from Time to Time by Arbitration, under the Provisions of the Lands Clauses Consolidation Act, Sections 25 to 37, both included, and the following Conditions shall apply to every such Arbitration:

Company to
pay Compens-
ation for
direct or
indirect
Damage.

The President for the Time being of the Royal Institute of *British* Architects shall be the Person to appoint an Umpire at any Time after the Expiration of One Year from the Opening of the said Railway for Traffic, unless required before that Period by the Owner, Lessee, or Occupier; the Company, or the Owner, Lessee, or Occupier of any of the Houses in *Tottenham Court Road* may require that the Question of the whole Damage sustained by the Premises which are the Subject of the Reference, or by the Owner, Lessee, and Occupier thereof, by reason of the Company's Works, should be referred to Arbitration as aforesaid; and after a final Award on such Reference the same shall

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shall be deemed conclusive, and no further Reference as to the Damage sustained shall be had, and no Action at Law or Suit in Equity, unless for the Purpose of enforcing the Award, shall be commenced by the Owners, Lessees, or Occupiers of the same Premises, or by the said Company.

Providing
for Station
at North
End of
Tottenham
Court Road.

71. The Company shall construct and maintain a Station at the Junction of *Tottenham Court Road* and *Euston Road*, and all Passenger Trains on the said Railway (except Express Trains) which shall pass such Station shall stop thereat to take up and set down Passengers.

For Pro-
tection of
Metropolitan
Railway.

72. The Company in constructing their Railway under the *Metropolitan* Railway, and for a Distance of Fifty Feet on each Side thereof, shall execute their Works on Plans, Sections, and Specifications to be previously approved of by the Engineer of the *Metropolitan* Railway Company, and under his Superintendence and Control, and so as not to alter the Level of the *Metropolitan* Railway, nor stop or impede the Traffic of that Company, and the Company shall pay the reasonable Expenses of such Engineer.

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

73. And whereas in the Execution of the Works by this Act authorized the Mains, Pipes, Syphons, Plugs, and other Works belonging respectively to the Company of Proprietors of the *New River* Company, the *Imperial* Gaslight and Coke Company, the *London* Gaslight Company, the *Chartered* Gaslight and Coke Company, and the *Equitable* Gaslight Company, may be intersected or otherwise interfered with, and it is expedient that such Provision should be made as is herein-after contained for providing against the Supply of Water or Gas by these Companies being impeded: Therefore all Works, Matters, or Things which, under the Provisions of "The Railways Clauses Consolidation Act, 1845," or this Act, the Company may be empowered or required to do and execute with Reference to the Mains, Pipes, Syphons, Plugs, or other Works of such Water and Gas Companies respectively, shall be done and executed by and at the Cost of the Company, but to the entire Satisfaction and under the Superintendence of the Engineer for the Time being of the 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.

74. If

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74. If any Interruption whatsoever in the Supply of Water or Gas by any of the said 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.

Penalty for interrupting the Supply of Water or Gas.

75. It shall be lawful for any of the said several 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 interrupt the Traffic passing on the Railway or any of the Railways by this Act authorized; and provided also that such Water or Gas Company shall make good and reimburse to the Company all Damages to the Railways, or any of the Railways and Works by this Act authorized, occasioned by the Exercise of the Powers by this Clause reserved.

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

76. In every Case in which the Works of the Company shall interfere with the Mains of any Water or Gas Company, the Company shall, so far as practicable, at the Request of such Water or Gas Company, make Provision so as to allow such Mains to be hereafter replaced by Mains of a larger Size, to enable such Company to supply the necessary Demands of the Public; and if any Difference shall arise as to this Provision the same shall be settled by an Engineer to be appointed by the Board of Trade, under the Hand of One of their Secretaries, at the Request of either Company.

Provision for replacing existing Mains by larger Mains.

77. 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 several Water and Gas Companies respectively in any Court of competent Jurisdiction.

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

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For Protection of
Pneumatic
Despatch
Company.

78. The Company, in constructing their Railway under or near to any existing Tubes or Apparatus belonging to the Pneumatic Despatch Company (Limited), shall execute their Works so as to interfere as little as may be with the said Tubes or Apparatus, and before executing any Works which would interrupt or obstruct the working of the same the Company shall, to the reasonable Satisfaction of the Engineer for the Time being of the Pneumatic Despatch Company (Limited), make such Provision as shall be necessary for preventing Interruption to the Traffic or Business of the last-mentioned Company, and the Company shall make Compensation to the Pneumatic Despatch Company (Limited) for any Damage or Loss caused by the Execution of the Works of the Company or the Exercise of the Powers of this Act: Any Questions in dispute between the Company and the Pneumatic Despatch Company (Limited), shall be settled between the respective Engineers for the Time being of the said Companies, or in case of their Disagreement by an Engineer to be appointed by the President for the Time being of the Institute of Civil Engineers, and the Costs of such Arbitration shall be in the Discretion of the Arbitrator.

As to Works
connected
with new
Streets.

79. 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 authorized, 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, Widening, or Alterations of Lines or Levels of any existing Streets, for the Purpose of connecting the same with the said new Streets, and remove, destroy, alter, divert, stop up, inclose, use, or appropriate all or any Part 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, Watercourse, void Ground, 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 authorized) to be made, instead of any Street, Road, Court, Alley, Footpath, or Passage so stopped up.

Power to
deviate from
Levels of
new Streets.

80. In making the new Streets by this Act authorized, the Company may, subject to the Provisions of this Act, deviate to any Extent not exceeding Five 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

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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.

81. 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.

Ground laid open into new Street to form Part thereof, and to be under the Care of Local Authorities.

82. The Houses, Erections, and Buildings of the Streets by this Act authorized 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.

Plans, &c. of Houses of new Streets to be approved by the Metropolitan Board of Works.

83. 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 authorized, 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 the Tenant or Lessee therein to be named as the Company shall reasonably require; and also if the Company so think

Company may grant Building Leases of Ground not wanted for Purposes of this Act.

fit,

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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 Nonperformance 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 Agreements 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.

and may
make Agree-
ments for
Leases and
accept Sur-
renders of
Leases, &c.

Power to
Company to
sell the
Ground
Rents and
Reversions
comprised in
such Lease.

84. 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 authorized 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 as regards any Stipulations or Provisions which
may

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may be contained in any such Conveyance, the same may at all Times thereafter be enforced in a Court of Equity by the Company for the Benefit of the Parties entitled to the other Property adjoining or held under the same Title in such Manner in all respects as the Company may 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), and all Conveyances and Leases which shall be made as aforesaid, pursuant to the Authority hereby vested in the Company shall be adjudged sufficient to vest such Estate in the Purchaser or Lessee as shall have been agreed for, or shall be expressed or intended to be conveyed and granted by any such Conveyance or Lease.

85. 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.

86. The Company shall apply all the Monies 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 Monies arising from Sale of Lands or from Rents.

87. It shall be lawful for the Company to purchase by Agreement and not compulsorily, for extraordinary Purposes, as defined in "The Railways Clauses Consolidation Act, 1845," any Lands not exceeding Five Acres adjoining or near to the Works or any of the Works by this Act authorized.

Land for extraordinary Purposes.

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Powers for compulsory Purchases limited.

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

Time for the Exercise of other Powers of this Act limited.

89. The Railways shall be completed within Five Years from the passing of this Act; and upon the Expiration of that Period all the Powers by this Act granted for making the said Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

Security for Completion of Railways within Time limited.

90. And whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Seventy-one thousand two hundred Pounds, which Sum is made up of Sixty-three thousand two hundred Pounds, being Eight *per Centum* upon Seven hundred and ninety thousand Pounds, the Amount of the Estimate of the Expense of the Railways by this Act authorized, and of Eight thousand Pounds, being Four *per Centum* upon Two hundred thousand Pounds, the Amount of the Estimate of the Expense of the Streets by this Act authorized, has been deposited with the Court of Chancery in *England* in respect to the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act the Sum of Sixty-three thousand two hundred Pounds, Part of the said Sum so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons, or the Majority of the Persons, named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railways, either open the same for the public Conveyance of Passengers or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of Seven hundred and ninety thousand Pounds, Part of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of that Sum of Seven hundred and ninety thousand Pounds, and if the said Period shall expire before the Company shall either have opened the Railways for the public Conveyance of Passengers or have given such Proof as aforesaid to the Satisfaction of the Board of Trade, the said Sum of Sixty-three thousand two hundred Pounds, Part of the said Sum so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's

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Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Sixty-three thousand two hundred Pounds, Part of the said Sum so deposited as aforesaid, shall have been executed by the Company, with One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties, to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of a Sum equal to the said Sum of Sixty-three thousand two hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railways, either open the same for the public Conveyance of Passengers or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the said Sum of Seven hundred and ninety thousand Pounds, Part of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of the Railways a Sum equal in Amount to One Half of that Sum of Seven hundred and ninety thousand Pounds, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners then the said Sum of Sixty-three thousand two hundred Pounds, Part of the said Sum so deposited, and the Interest or Dividends thereof, shall be paid or transferred 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, or the Executors or Administrators of such Survivor, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Sixty-three thousand two hundred Pounds, Part of the said Sum so deposited, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

91. On the Application of the Persons named in the Warrant or Order issued in pursuance of the said Act of the Ninth Year 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

Release of
Balance of
Money de-
posited.

Court

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Court of Chancery may and shall order that the Sum of Eight thousand Pounds (the Balance of the said Sum of Seventy-one thousand two hundred Pounds so deposited as aforesaid) 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.

Trains for
Labouring
Classes.

92. The Company shall and they are hereby required at all Times after the opening of their Railway for public Traffic, to run a Train every Morning in the Week to and every Evening in the Week from *Charing Cross*, calling at all Stations on the Railways by this Act authorized (*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 Artizans, Mechanics, and daily Labourers residing at or beyond the *Hampstead Road*, and having Business daily in *London*, at Fares not exceeding One Penny *per* Passenger for each Journey (in addition to the Government Duty): 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.

For ascer-
taining Right
of Appli-
cants to
cheap
Tickets.

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

Forfeiture
of Ticket
if abused.

94. If any Person holding such Ticket shall transfer or attempt to transfer such Ticket to any other Person he shall forfeit and pay to the Company the Sum of Five Shillings, and his Ticket shall also be forfeited, and any Person using or attempting to use any such Ticket which may have been so transferred as aforesaid, shall forfeit and pay to the Company the like Sum of Five Shillings, and the Company shall not thereafter be required to allow either the original
Holder

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Holder of any such Ticket who shall transfer or attempt to transfer the same as aforesaid, or any Person using or attempting to use any such Ticket so transferred or attempted to be transferred, to have the Benefit of the Provisions of this Act relating to Artizans, Mechanics, and daily Labourers.

95. 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.

Limiting
Compensa-
tion for
Injury to
such Pas-
sengers.

96. The Company may demand and take for the Use of the Railways and of Carriages when provided by them, any Tolls not exceeding the following, to wit:

Tolls.

In respect of the Tonnage of all Articles conveyed upon the Railways 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, Fireclay, 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 Fireclay), Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Castings, and for all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per* Ton not exceeding One Shilling and Sixpence; and if conveyed in Carriages belonging to the Company, an additional Sum not exceeding Sixpence:

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform not belonging to the Company, not exceeding Two Shillings and Sixpence, and 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:

[Local.]

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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 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.

Tolls for
propelling
Power.

97. The Toll which the Company may demand for the Use of Engines or other Power for propelling Carriages on the Railways 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 or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations
as to the
Tolls.

98. 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 single
Articles of
great
Weight.

99. 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

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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, Eightpence :

Exceeding Twenty-eight and not exceeding Fifty-six Pounds, One Shilling :

Exceeding Fifty-six and not exceeding Five hundred Pounds, such Sum as they think proper :

Provided always, that Articles sent in large 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.

100. Every Passenger booked through to or from any other Line of Railway, travelling upon the Railways, 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.

Through
Passengers
Luggage.

101. 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, and the Company shall not in any Case be required to carry any Luggage which would be a Nuisance to other Passengers upon the Railway.

Local Pas-
sengers
Luggage.

102. The

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Maximum
Rate of
Charge for
Passengers.

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

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.

Definition of
Local and
Through
Passenger.

103. In this Act the Term "Local Passenger" means any Passenger passing not more than Twenty Miles in the aggregate over the Railways or Part of the Railways by this Act authorized and any other Railway; and the Term "Through Passenger" means every Passenger passing over the Railways or any Part of the Railways by this Act authorized, and not being a Local Passenger as herein-before defined.

Maximum
Rates of
Charges for
Cattle, &c.

104. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rates of Charges to be made upon the Railways by the Company, including the Tolls for the User of the Railways, 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 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 Three-pence:

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:

105. No

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105. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railways which have not been received thereat direct from the Consignor of such Traffic or are not directed to be delivered thereat to the Consignee.

Defining
Terminal
Station.

106. The Restriction as to Charges to be made for Passengers shall not extend to any Special Train that may be required to be run upon the said Railways, 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 Railways.

Restriction
as to Charges
not to apply
to Special
Trains.

107. 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
may take
increased
Charges by
Agreement.

108. Nothing herein contained shall render it compulsory on the Company to carry on their Railways any Nightsoil, Dung, Manure, Compost, or other offensive Matter.

Company
not bound
to carry
Manure, &c.

109. The Company on the one Part and the Three Companies, or any One or more of those Companies, on the other Part 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,)

Traffic
Arrange-
ments, &c.

The Maintenance, Management, Use, and Working by any or either of the contracting Companies of all or any Part of the Railways and Undertaking of the Company, and of all or any of the Stations, Works, and Conveniences belonging thereto, and the Costs and Expenses thereof:

The Collection, Regulation, Management, Interchange, Protection, Transmission, and Delivery by any or either of the contracting Companies of the whole or any Part of the Traffic upon the Railways or any Parts of the Railways and Undertaking of the Company:

The Supply, Maintenance, and Use of any Rolling or Working Stock and Plant required for such Purposes, and the Employment, Payment, and Dismissal of Officers and Servants:

The fixing and Collection of the Tolls, Rates, and Charges to be levied or taken in respect of such Traffic, not exceeding the maximum Tolls, Rates, and Charges authorized by this Act:

[Local.]

56 P

The

North-western and Charing Cross Railway Act, 1864.

The Division, Appropriation, and Distribution of the Tolls and other Receipts arising from such Traffic, subject to any Deductions to be made therefrom, or any Rent or other Consideration to be paid by any or either of the contracting Companies to the other or others of them by virtue of such Contract :

The Payments and Allowances, periodical or otherwise, to be paid or allowed by any or either of the contracting Companies to the other or others of them, and the Apportionment thereof, and of any Sums payable by any or either of the contracting Companies under the Powers of this Act to any specific Purposes or otherwise :

And any such Contract or Arrangement may be made for the same Period of Time, with reference to all the Purposes of the Contract, or for different Periods with reference to different Purposes.

Saving
Rights of
the Crown.

110. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors ; and the Company may enter into any Agreement with the Commissioners of Woods, Forests, and Land Revenues, or either of them, who, with Consent of the Commissioners of Her Majesty's Treasury, may respectively make such Agreement on behalf of the Crown with respect to any Land, Houses, or Buildings belonging to the Crown which may be in any way affected by or be in the Vicinity of the Company's Railway or Works, and the Company and the said Commissioners respectively may execute all necessary Deeds to carry any such Agreement into effect.

Railways not
exempt from
Provisions of
present and
future Gene-
ral Acts.

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

112. All

North-western and Charing Cross Railway Act, 1864.

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

*North-western and Charing Cross Railway Act, 1864.***SCHEDULE** referred to in the foregoing Act.

ARTICLES OF AGREEMENT made and entered into this Thirtieth Day of March One thousand eight hundred and sixty-four, between Edward Cobb, of 141, Adelaide Road, in the County of Middlesex, Esquire, and John Howard Blackwell, of 3, Eastbourne Terrace, in the same County, Engineer, on behalf of themselves and all other Parties Promoters of the Railways and Streets herein-after mentioned (herein-after called the Promoters) of the one Part, and the Most Honourable James Brownlow William Gascoyne, Marquess of Salisbury, Knight of the Most Noble Order of the Garter, of the other Part.

Whereas the Promoters, together with other Persons, have procured a Bill to be brought into Parliament in the present Session, intituled "A Bill for making Railways from Haverstock Hill, Hampstead, to the Charing Cross Railway at Hungerford, and to the Site of the authorized Thames Embankment (North Side), with Branches to the London and North-western and Metropolitan Railways, and for making new Streets from Tottenham Court Road to the Strand and the River Thames, near the Charing Cross Railway, with a Subway for Foot Passengers under the Strand, and for other Purposes:" And whereas the Lines of the proposed Railway in the said Bill called "the Main Line," and "the Charing Cross Railway Junction," and the Line of the new Street, referred to in the said Bill as Street No. 2, as laid down on the Plans and Sections referred to in the Bill and deposited in respect thereof, intersect certain Lands, Messuages, and Hereditaments belonging to the said Marquess, being Nos. 59, 60, 61, and 62, St. Martin's Lane, and Premises held therewith: And whereas the said Marquess hath petitioned against the said Bill upon Standing Orders, and had intended further to oppose the same: And whereas the said Marquess hath in consideration of the Covenants, Stipulations, and Agreements herein-after contained on the Part of the said Promoters agreed to consent to the Construction of the said Railway and Street, and to withdraw his Opposition to the said Bill: Now these Presents witness that the said Promoters do hereby for themselves, their Heirs, Executors, and Administrators, and each of them doth hereby separately for himself, his Heirs, Executors, and Administrators, and for all other the Promoters of the Bill, their Heirs, Executors, and Administrators, covenant and agree with the said Marquess, his Heirs, Executors, and Administrators, in manner following, that is to say:

1. If the said Bill shall pass into a Law, and if the said Lines or any Part of them in the Parish of St. Martin in the Fields, or the said Street, or any Part thereof, shall be made, the said Promoters, or the Company by the Act to be incorporated, shall and will if thereunto required by the said Marquess, his Heirs or Assigns, purchase and take the several Messuages or Tenements, Hereditaments and Premises, numbered 59, 60, 61, and 62, Saint Martin's Lane, or held therewith, at or for the Price or Sum of Eighteen thousand eight hundred Pounds.

2. That

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2. That the Purchase or Consideration Money shall be exclusive of the Compensation to the Lessees, Tenants, or Occupiers for the Time being of the said Messuages, Lands, and Hereditaments, for any Injury they may sustain by reason of the same being taken for the Purposes of the said Railway and Street, or by reason of the Execution of the Works by the said Act authorized, or any of them.

3. That notwithstanding anything in the Special Act or "The Lands Clauses Act, 1845," contained, the Company shall not be entitled to enter upon or take possession of any Part of the said Messuages, Lands, or Hereditaments of the said Marquess until they shall have paid to the said Marquess, his Heirs or Assigns, or other the Person or Persons who may become entitled to the said Messuages, Land, and Hereditaments, on the Determination of the Estate of the said Marquess therein, the Compensation or Purchase Money of Eighteen thousand eight hundred Pounds herein-before agreed to be paid.

4. The Company shall re-convey to the Marquess, or other Person or Persons entitled as aforesaid, for a nominal Consideration, so much of the said Messuages, Lands, and Hereditaments as shall not be absolutely required for the Construction of the said Railway, and for so much of the said Street as may be laid out for a Carriageway or Footway.

5. The Company shall construct their Line of Railway and Street, so far as the same affect the Land of the Marquess, according to the Line laid down on the deposited Plans and Sections, or with such Variations as may be required by the Houses of Parliament or the Board of Works.

6. The Company shall not, during the Execution of their Works or at any Time, interfere with or in any way obstruct or impede the Traffic, or (except so far as may be necessary for erecting a Hoarding in connexion with the pulling down of the said Houses) disturb or break up the Surface of Saint Martin's Lane or Upper Saint Martin's Lane, or either of them, but shall, so far as the Construction of the said Railway is concerned, carry on their Works wholly and entirely below the Surface and underground.

7. That Clauses for Insertion in the said Bill, necessary and proper to give effect to the foregoing Conditions numbered 4, 5, and 6 respectively, and for the Confirmation of these Presents, shall be prepared by the Solicitor to the said Marquess, and the said Promoters shall and will use their best and utmost Endeavours to obtain the passing of such Clauses as Part of the said Bill.

8. Provided always, and it is hereby expressly declared, That nothing in this Agreement contained shall be held or implied to affect, prejudice, or lessen any Rights which the said Marquess or other the Person or Persons entitled as aforesaid, or his or their Tenants, may or shall have as Owners, Lessees, or Occupiers respectively of Lands and Hereditaments on the West Side of Saint Martin's Lane and Upper or Little Saint Martin's Lane respectively, or either of them, to Compensation for Damage or Injury, or otherwise, arising out of or in connexion with the Construction of the Works by the said Bill authorized.

9. The Promoters shall, within Two Months from the Date hereof, pay to the said Marquess the Costs, Charges, and Expenses which have been incurred by him in, about, in relation to or in consequence of his Opposition to the said Bill, and also the Costs, Charges, and Expenses of the Negotiations for and the Preparation and Completion of these Presents, and of the Clauses so to be inserted as aforesaid in the said Bill; and in the event of the said

North-western and Charing Cross Railway Act, 1864.

Bill passing into a Law the Costs, Charges, and Expenses of the said Marquess in connexion with the Agreement so to be sealed by the said Company as herein-after mentioned and of the said Marquess, and of all other necessary Parties, in making out, deducing, and verifying the Title to the said Messuages, Lands, and Hereditaments so to be purchased by the said Company as aforesaid, and of the Conveyance thereof to the Company.

10. That in the event of the said Bill passing into a Law, the Promoters shall and will, within Six Months after the passing of the Act, cause or procure the Company to execute an Agreement with the said Marquess, his Heirs and Assigns, under the Corporate Seal of the said Company, to the same effect in all respects as is herein contained, so far as this Agreement shall not have been previously carried into execution.

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

J. HOWARD BLACKWELL.

L.S.

EDWARD COBB.

L.S.

GASCOYNE SALISBURY.

L.S.

Signed, sealed, and delivered by the
above-named Edward Cobb and
John Howard Blackwell, in the
Presence of

EDM^d K. BLYTH,
Sol^r,
10, St. Swithin's Lane, E.C.

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