ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

****

Cap. cxcii.

An Act for making a Railway from the Town of *Aylesbury* to join the *Buckinghamshire* Railway at or near the *Claydon Junction*, to be called "The *Aylesbury and Buckingham* Railway," and for other Purposes. [6th *August* 1860.]

WHEREAS the making of a Railway from the Town of *Aylesbury* to the *Buckinghamshire* Railway at or near the *Claydon Junction*, to be called "The *Aylesbury and Buckingham* Railway," would, by forming a direct Railway Communication between the Towns of *Aylesbury* and *Buckingham*, be of great public and local Advantage: And whereas the Persons herein-after named, with others, are willing, at their own Expense, to carry such Undertaking into execution: And whereas it is expedient that Provision should be made for enabling the *London and North-western* Railway Company and the *Buckinghamshire* Railway Company, or either of them, and the Company incorporated by this Act, to make Agreements with respect to the Working and Use of the said Railway; but these Purposes 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:

8 & 9 Vict. cc. 16. 18. and 20. incorporated.

I. The several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act, and with the same shall be construed as One Act.

Short Title.

II. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Aylesbury and Buckingham* Railway Act, 1860."

Subscribers incorporated.

III. The Right Honourable *Richard Plantagenet Campbell* Marquess of *Chandos*, Sir *Harry Verney* Bart., *George Grenville Pigott*, *Timothy Rhodes Cobb*, *John Edward Bartlett*, *Edward Terry*, *Richard Rose*, *John Lee* LL.D., *Thomas Eyre Foakes*, *Humphry Humphreys*, *John Kersley Fowler*, 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 Railway herein-before mentioned and herein-after more particularly defined, with proper Works and Conveniences, according to the Provisions of this Act and the Acts incorporated herewith, and for such Purpose shall be incorporated by the Name of "The *Aylesbury and Buckingham* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said Acts contained.

Capital.

IV. The Capital of the Company shall be Ninety-eight thousand Pounds.

Number and Amount of Shares.

V. The Number of Shares into which the said Capital shall be divided shall be Three thousand nine hundred and twenty, and the Amount of each Share shall be Twenty-five Pounds.

Calls.

VI. Ten Pounds *per* Share shall be the Amount of the First Call which the Company shall make on the Shareholders, and Five Pounds *per* Share shall be the greatest Amount of any subsequent Call, and Two Months at least shall be the Interval between successive Calls, and the Amount to be called up in any One Year shall not exceed Three curths of the Amount of a Share.

Power to borrow.

VII. The Company may borrow on Mortgage any Sum not exceeding Thirty-two thousand five hundred Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Ninety-eight thousand

thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and until they shall prove to the Justice who is to certify, under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by such Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Application of Monies.

VIII. All and every Part of the Monies by this Act authorized to be raised, whether by Shares, Mortgage, or Bond, shall be applied only in carrying into execution the Objects and Purposes of this Act.

Arrears may be enforced by Appointment of a Receiver.

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

Interest not to be paid on Calls paid up.

X. It shall not be lawful for the Company, out of any Money by this or any other Act relating to the said Company authorized to be raised by Calls in respect of Shares or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital of the Company: Provided always, that nothing herein-before contained shall be deemed to prevent the said 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 of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

XI. 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.

Number and Qualification of Directors.

XII. The Number of Directors shall be Nine, and the Qualification of a Director shall be the Possession in his own Right of Ten Shares in the Undertaking.

XIII. It

Power to vary the Number of Directors.

XIII. It shall be lawful for the Company from Time to Time to decrease the Number of Directors, provided that the decreased Number be not less than Three.

First Directors.

XIV. The Right Honourable *Richard Plantagenet Campbell* Marquess of *Chandos*, Sir *Harry Verney* Bart., *George Grenville Pigott*, *Timothy Rhodes Cobb*, *Edward Terry*, *Richard Rose*, *Thomas Eyre Foakes*, *Humphry Humphreys*, *John Kersley Fowler*, shall be the first Directors of the Company.

First General Meeting.

XV. The First Ordinary Meeting shall be held within One Month of the passing of this Act.

Election of Directors at First Ordinary Meeting.

XVI. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Subsequent Election of Directors.

XVII. At the corresponding Ordinary Meeting to be held in the next and every succeeding Year thereafter the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained, and the several Persons elected at any First or succeeding Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by the said last-mentioned Act.

Quorum.

XVIII. The Quorum of a Meeting of Directors shall be Four when the Number of Directors is Six or more, and shall be Two when the Number of Directors shall be under Six.

Newspapers for Advertisements.

XIX. The Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published in *London* and some Newspaper published in the County of *Buckingham*.

Power to make Railway herein named.

XX. It shall be lawful for the Company to make and maintain, with all proper Works and Conveniences connected therewith, the Railway following, that is to say, a Railway commencing by a Junction with the *Aylesbury* Branch of the *London and North-western* Railway in or near a Field

a Field in the Parish of *Aylesbury* in the County of *Buckingham*, late in the Occupation of *John Gibbs* and *Robert Gibbs* and now of *Thomas Gurney* the younger, adjoining a certain Lane in the same Parish called the *Dropshort Lane*, and terminating by a Junction with the *Buckinghamshire* Railway at or near a certain Point on the same Railway called the *Claydon Junction* in the Parish of *Middle Claydon* in the said County of *Buckingham*, (the said Railway being Twelve Miles Fifty-eight Chains in Length, or thereabouts,) and which said Railway and other Works will pass from, in, through, or into, or be situated within the several Parishes, Townships, Hamlets, Townlands, and extra-parochial or other Places following, or some of them; (that is to say,) *Bierton*, *Aylesbury-with-Walton*, *Hartwell*, *Quarrendon*, *Fleet Marston*, *Hardwick*, *Weedon*, *Whitchurch*, *Pitchcott*, *Oving*, *North Marston*, *Waddesdon*, *Quainton*, *Shipton Lee*, *Doddershall*, *Hogshaw-with-Fulbrook*, *Grandborough*, *Botolph Claydon*, *East Claydon*, and *Middle Claydon*.'

Power to make Railway according to deposited Plans.

XXI. And whereas Plans and Sections of the intended Railway, showing the Line and Level thereof, and also a Book of Reference to such Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through which the same Railway is intended to pass, or which may be required for the Purposes of the Undertaking, have been deposited with the Clerk of the Peace for the County of *Buckingham*: Be it enacted, That, subject to the Provisions in this and the said Acts incorporated herewith contained, and to the Powers of Deviation by them or either of them given, it shall be lawful for the Company to make and maintain the Railway and Works in the Line and upon the Lands delineated on the said Plans and described in the Book of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose: Provided always, that the Company shall not take or use any Part of the Lands which constitute the Estate in the Hamlet of *Shipton Lee* in the Parish of *Quainton* in the County of *Buckingham* known as the *Lee Grange* Estate, other than any Part of the Farm called the *Fieldside Farm*, forming Part of the said Estate, for a Station, Spoilbanks, or Side Cuttings, or burn any Lime, Ballast, or other Matter on any Part of the same Estate, nor make, erect, or permit any Bank, Building, Matter, or Thing of any kind whatsoever calculated to be a Detriment or Injury to the said Estate, or an Annoyance to *Thomas St. Quintin*, the present Owner thereof, his Heirs or Assigns.

Company not to take, &c. Lands of the Estate known as the Lee Grange Estate without Consent.

Station to be erected where the Railway crosses the Road from

XXII. The Company shall make and maintain a proper and convenient Station for Passengers, Cattle, and Goods, with a Siding Shed, and all usual and proper Accommodation for the loading and unloading of Goods and Cattle, at the Place where the Railway is intended to cross the Parish

Waddesdon to Quainton.

Parish Road from *Waddesdon* to *Quainton*, or at some other Point on the Railway nearer to the said *Lee Grange* Estate, and the Company shall daily and every Day, except *Sundays*, cause One Goods Train up and One Goods Train down at the least to stop at such Station for the delivering and taking up of Goods and Cattle, if any Goods or Cattle shall be at such Station previous to the passing of such Train for the Purpose of being conveyed thereby.

Grand Junction Canal Wharf at Aylesbury not to be interfered with.

XXIII. Notwithstanding anything in this Act or in the Acts incorporated herewith contained, it shall not be lawful for the Company to make or maintain any Part of the Railway or Works by this Act authorized upon the Wharf, Yards, and Buildings at *Aylesbury* in the Parish of *Aylesbury-with-Walton* belonging to the Company of Proprietors of the *Grand Junction* Canal, being the Land delineated upon the Plans and described in the Book of Reference deposited as aforesaid, and numbered therein 26 in the said Parish, or upon any Part of the said Land, nor to enter upon, take, or use the said Land or any Part thereof without the previous Consent in Writing of the said Company of Proprietors under their Common Seal first had and obtained.

Company to provide Access from one Part of Grand Junction Canal Company's Meadow to the other.

XXIV. And whereas the Line of the Railway and Works by this Act authorized will intersect a Meadow in the Parish of *Aylesbury-with-Walton* belonging to the Company of Proprietors of the *Grand Junction* Canal, delineated on the Plans and described in the Book of Reference deposited as aforesaid, and numbered therein 89 in the said Parish: The Company shall construct the said Railway and Works in such a Manner as to afford to the said Company of Proprietors and to the Tenants and Occupiers of such Meadow a Cartway Access across the Line of the said Railway and Works between the Two Portions into which the said Meadow shall be divided thereby; and the Company shall, at their own Expense, and to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors, make proper Approaches to such Access and Crossing on each Side thereof, and erect and at all Times maintain good and sufficient Gates on each Side of the said Railway at such Point of crossing; and if the Company shall fail to provide such Access or Crossing, or to make and at all Times maintain in good Order and Repair such Approaches and Gates, it shall be lawful for the said Company of Proprietors to make such Access or Crossing, Approaches and Gates, and to do the needful Repair thereto, and to recover the Amount of the Expenses so incurred by them from the Company by Action at Law, with full Costs of Suit, in any Court of Law now or hereafter to be established.

Communications to be afforded to

XXV. And whereas the Railway and Works will intersect an Estate called *Haydon Hill*, Part of which consists of Two Fields in the Parish of

of *Aylesbury-with-Walton*, delineated on the Plans, and described in the Book of Reference, and numbered therein Nos. 104 and 108 in the said Parish: The Company shall construct the Railway and Works in such a Manner as to afford the Owners and Occupiers of the Estate of *Haydon Hill* for the Time being the following Communications between the several Portions into which the said Estate shall be divided; (namely,) an Arch or Cattle Creep under the Railway within Forty Yards of the Brook forming the Boundary of the said Field marked 108 towards the North-west, and a Crossing on the Level at or near the Buildings in the same Plan marked 106, and a Gate and Gateway through the Hedge or Fence dividing the said Fields numbered 104 and 108 to the East of the Railway, and Gates and Gateways into the Road numbered 103 on the same Plan, on each Side of the Line of Railway, the exact Position of the said Arch, Crossing on the Level, Gates and Gateways, to be determined by the Owners for the Time being of the said Fields.

Owners, &c. of Estate of Haydon Hill.

XXVI. Such Arch, Crossing on the Level, and Gates and Gateways, shall, with all proper Approaches thereto, and Drainage from the Cattle Creep, be constructed and at all Times thereafter maintained by the Company to the Satisfaction of the Engineer of the Owners of the said Fields, and in such Manner that such Arch shall afford an Opening under the Railway at least Nine Feet wide by Seven Feet high, with a hard Bottom, and such Crossing and Gates shall afford a Passage of Nine Feet wide at the least.

Maintenance and Width of Communications.

XXVII. The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in the said "Railway Clauses Consolidation Act, 1845," shall not exceed Two Acres.

Lands for extraordinary Purposes.

XXVIII. The Powers by this Act or the Acts incorporated herewith conferred for the compulsory Purchase of Land shall not be exercised after the Expiration of Three Years from the passing of this Act.

Powers for compulsory Purchases limited.

XXIX. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period all the Powers by this Act or the said Acts incorporated herewith granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Period for Completion of Works.

XXX. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Seven thousand eight hundred and forty Pounds, being Eight *per Centum* on the Amount of the Estimate in respect of the Railway authorized by this Act, has been deposited with the

As to Repayment of Money deposited pursuant to Standing Orders of Parliament.

the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Seven thousand eight hundred and forty Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company hereby incorporated shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the said Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Seven thousand eight hundred and forty Pounds shall have been executed by the said Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Seven thousand eight hundred and forty Pounds if the said Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons

or the Majority of the Persons named in such Warrant or Order aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered on such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the said Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Power to cross certain Highways on a Level.

XXXI. Subject to the Provisions in the said "Railway Clauses Consolidation Act" contained in reference to the crossing of Roads on a Level, it shall be lawful for the Company, in the Construction of the Railway by this Act authorized to be made, to carry the same by a Single Line while the Railway is a Single Line, and by a Double Line when the Railway shall be a Double Line, across and on the Level of the several Roads numbered on the Plans deposited as herein-before mentioned, as follows; (that is to say,)

No. on Plan.	Parish.	Description of Road.
54	Aylesbury - - - -	Turnpike Road.
28	Township of Quainton, Parish of Quainton	Public Carriage Road.
16	Hamlet of Shipton Lee, ditto - -	Public Carriage Road.
4a, 9, 19	East Claydon - - - -	Public Carriage Roads.

Provided always, that it shall not be lawful for the Company to use Steam or Atmospheric Power over that Portion of the Railway which lies between the *Aylesbury* Branch of the *London and North-western* Railway and a Point West of the *Walton Street Road* Thirty-four Chains or thereabouts from the Junction of the Railway with the *Aylesbury* Branch of the *London and North-western* Railway.

Company to erect Station or Lodge where Roads crossed on the Level.

XXXII. For the greater Convenience and Security of the Public, the Company shall erect and permanently maintain either a Station or Lodge at the Points where the before-mentioned Roads shall be crossed on a Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the

Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridges instead of level Crossings.

XXXIII. The Board of Trade (if it shall appear to them necessary for the Public Safety or Convenience, at any Time, either before or after the Railway hereby authorized to be made shall have been completed and opened for the public Traffic,) may require the Company, within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry any or either of the herein-before mentioned Roads either under or over the Railway by means of a Bridge or Arch instead of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossings.

Company not to shunt Trains on any level Crossings.

XXXIV. It shall not be lawful for the Company in shunting Trains to or from any Siding near to any of such level Crossings to pass any Trains over such level Crossings, or to allow Trains to stand across the same.

Communications with other Railways.

XXXV. The Railway hereby authorized to communicate with the *Aylesbury* Branch of the *London and North-western* Railway and the *Buckinghamshire* Railway shall communicate with the same respectively at the Points where, according to the Plans deposited as before mentioned, such Railway appears to communicate therewith, and at no other Point, without the Consent in Writing of that Company with whose Railway the Point of Communication is proposed to be altered; and all such Communications shall be effected in a substantial and workmanlike Manner by means of Connexions and Points of the Constructions and laid in the Manner approved of from Time to Time by and to the entire Satisfaction of the Engineer for the Time being of the *London and North-western* Railway Company.

Expense of Communications paid by the Company.

XXXVI. The Expense of the Communications hereby authorized with the *London and North-western* Railway and the *Buckinghamshire* Railway, and of all necessary Openings in the Rails thereof, and of all proper and necessary Signals, and of all other Works which may from Time to Time be requisite for effecting, altering, repairing, and amending such Communications, shall be borne and paid by the Company.

Signals to be erected, and Persons appointed to prevent

XXXVII. The *London and North-western* Railway Company may from Time to Time erect such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Switchmen, or other Persons as that Company may deem necessary for the Prevention of Danger

Danger at Point of Junction.

Danger or Obstruction to or Interference with Traffic at and near the Junctions between the said Railways and the Railway hereby authorized; and the working and Management of such Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of the *London and North-western* Railway Company; and all the Costs and Expenses of erecting and maintaining such Signal, Works, and Conveniences, and the Wages of such Watchmen, Switchmen, and other Persons, shall at the End of every Half Year be repaid by the Company to the *London and North-western* Railway Company, and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *London and North-western* Railway Company in any Court of competent Jurisdiction.

Company not to take Land of the London and North-western or Buckinghamshire Railway Companies without Consent.

XXXVIII. Nothing in this Act contained shall authorize or enable or be construed or deemed to authorize the Company hereby incorporated to take or enter upon any of the Lands belonging to the *London and North-western* Railway Company and *Buckinghamshire* Railway Company, or either of them, or to alter, vary, or interfere with their Railways or either of them, or any of the Works thereof, further or otherwise than is necessary for the convenient Junction and Intercommunication between the said Railways and the Railway hereby authorized, without the Consent in Writing of the *London and North-western* Railway Company in every Instance for that Purpose first had and obtained.

Saving Rights of the said Railway Companies.

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

Tolls.

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

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

Class 1. For all Compost, Dung, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways, *per* Ton *per* Mile not exceeding One Penny; and if conveyed by Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

Class 2. For all Coals, Coke, Culm, Charcoal, Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Oron, Bar Iron, Rod Iron, Hoop

Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

Class 3. For all Sugar, Grain, Corn, Flour, Hides, Dyewood, Earthenware, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile not exceeding Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding Three Farthings; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding Twopence:

Class 4. For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile not exceeding Threepence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny; and if propelled by an Engine belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding Twopence:

Class 5. 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, *per* Mile not exceeding Sixpence; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding Twopence; and if propelled by an Engine belonging to the Company, a further Sum *per* Mile not exceeding Twopence:

And the Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum not exceeding One Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton; and if propelled by an Engine belonging to the Company, a further Sum not exceeding One Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton:

In respect of Animals conveyed in Carriages upon the Railway, as follows:

Class 6. For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, *per* Mile not exceeding Threepence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and if such Carriage

Carriage be propelled by an Engine belonging to the said Company, an additional Sum *per* Mile not exceeding One Penny:

Class 7. For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing; and if propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing:

In respect of Passengers conveyed in Carriages upon the Railway, as follows:

For any Person conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny.

Regulations as to Tolls.

XLI. The following Provisions and Regulations shall be applicable to the Tolls hereby authorized; (that is to say,)

For Articles or Persons conveyed on the Railway for a less Distance than Three Miles the Company may demand Tolls and Charges as for Three Miles:

For a Fraction of a Mile beyond Three Miles or beyond any greater Number of Miles the Company may demand Tolls and Charges as for One Mile:

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 Weight, and so in proportion for any smaller Quantity.

Tolls for small Parcels and Articles of great Weight.

XLII. And with respect to small Packages and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand any Tolls not exceeding the following; (that is to say,)

For the Carriage on the Railway or any Part thereof of any Parcel not exceeding Seven Pounds in Weight, Fourpence:

For the Carriage of any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Sixpence:

For the Carriage of any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, the Sum of Eightpence:

For the Carriage of any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, One Shilling:

And for the Carriage of any Parcel exceeding Fifty-six Pounds in Weight the Company may demand any Sum which they think fit:

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 any Sum not exceeding Sixpence *per* Ton *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding Fourpence; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding Threepence:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber, Stone, or other single Article, the Weight of which with the Carriage shall exceed Eight Tons, the Company may demand such Sum as they shall think fit.

Passengers Luggage.

XLIII. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and fifty 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.

Maximum Rate of Charges for Passengers.

XLIV. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers along the said Railway, including the Tolls for the Use of the Railway and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance as aforesaid, shall not exceed the following Sums; (that is to say,)

For every Passenger conveyed in a First-class Carriage, the Sum of Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, the Sum of Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, the Sum of One Penny *per* Mile:

For Cattle, Goods, &c.

And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rates of Charge to be made by the Company for the

the Conveyance thereof along the Railway, including the Tolls for the Use of the Railway, and Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the following Sums; (that is to say,)

For every Horse, Mule, or other Beast of Draught or Burthen, Fourpence *per* Mile:

For Cattle, the Sum of Twopence *per* Head *per* Mile:

For Calves and Pigs, One Penny each *per* Mile:

For Sheep and small Animals, Three Farthings each *per* Mile:

For every Carriage, Fivepence *per* Mile:

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Coals, Coke, Culm, Charcoal, and Cinders, Pig and Bar Iron, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone, and Iron Ore, and Salt, the Sum of One Penny and One Eighth of a Penny *per* Ton *per* Mile:

For Sheet Iron, Hoop Iron, and all similar Descriptions of Wrought Iron, Twopence *per* Ton *per* Mile:

For Sugar, Grain, Corn, Flour, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, Deals, Metals, Nails, Anvils, Vices, and Chains, the Sum of Twopence Halfpenny *per* Ton *per* Mile:

For Cotton and other Wools, Drugs, and other manufactured Goods, the Sum of Threepence *per* Ton *per* Mile:

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, the Sum of Threepence Halfpenny *per* Ton *per* Mile:

And the following Regulations shall apply to such maximum Rates and Charges:

Where Waggons are not provided by the Company for the Conveyance of Coal and the other Articles classed therewith a Deduction of One Halfpenny *per* Ton *per* Mile shall be made from the before-mentioned Rates:

When any of the before-mentioned Articles and Things shall be conveyed along the Railway hereby authorized and the Main Line of the *London and North-western* Railway and *Buckinghamshire* Railway, or either of them, for a greater Distance than Fifty Miles, the following Reductions shall be made in such Rates for the whole Distance for which such Articles, Matters, and Things shall be conveyed:

In respect of Coal and the other Articles classed therewith, a Reduction of One Farthing *per* Ton *per* Mile:

In respect of all the other Articles before mentioned, a Reduction of One Halfpenny *per* Ton *per* Mile:

Where a Waggon for the Carriage of Cattle or Sheep shall be engaged by One Party, the Charge for any such Waggon capable of

of containing Six Oxen or Twenty-five Sheep shall not exceed Sixpence *per* Mile:

Provided always, that where Coal or any of the Articles classed therewith shall be carried along the said Railway for a less Distance than Eight Miles, it shall be lawful for the said Company to charge an additional Halfpenny *per* Ton *per* Mile in respect thereof.

Power to charge extra for Goods by Agreement with the Owners.

XLV. Notwithstanding anything in this Act contained it shall be lawful for the Company and they are hereby authorized and empowered, by Agreement with the Owner or Owners of or Person or Persons in charge of Goods of any Description, to take and receive, and in such case to demand and recover, either in respect of the Conveyance of such Goods (other than small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto, any increased Rates or Charges over and above the Rates and Charges by this Act limited or authorized to be received and taken for or in respect of any such Goods.

Foregoing Clauses not to apply to Special Trains.

XLVI. Provided always, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the said Railway, but shall apply only to the express and ordinary Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the said Railway.

Power to enter into Agreement with the London and North-western Railway Company.

XLVII. The Company and the *London and North-western* Railway Company may from Time to Time enter into and make such Contracts and Agreements for and with reference to the Use by the last-mentioned Company of the Railway and Works by this Act authorized, or any Part thereof, and also with reference to the Rates, Tolls, and Charges to be charged by or between the said Companies, for and in respect of any Traffic common to the Company and the *London and North-western* Railway Company, and the Division and Apportionment of such Rates, Tolls, and Charges, and such Contracts and Agreements from Time to Time to alter and vary as Occasion may require.

Traffic and Working Arrangements between Companies herein named.

XLVIII. The Contracts and Agreements which under this Act the Company and the *London and North-western* Railway Company may from Time to Time enter into and make may comprise all or any of the following Purposes, and all incidental Matters thereto; (that is to say,)

The User and working of all or any Part of the Railway of the Company, and the Works and Conveniences belonging thereto:

The Conveyance of all or any Part of the Traffic upon the Railway:

The Division and Apportionment between the Companies so entering into Agreement as aforesaid of all or any Part of the gross or net Receipts

Receipts from the Traffic upon their respective Railways and the *Buckinghamshire* Railways:

The Supply of any Rolling or Working Stock required for the Purposes of such Traffic:

The User or Purchase of all or any Part of the Rolling or Working Stock of the Company:

The Management, Maintenance, and Repair of all or any Part of the Railway of the Company:

The Apportionment and Payment of the Costs and Expenses of such working, Management, Maintenance, and Repair:

The forwarding, Interchange, and Transmission upon the respective Railways of the Companies so entering into Agreement as aforesaid and the *Buckinghamshire* Railways of any Traffic:

The Collection, Reception, Accommodation, Delivery, and general Conduct of any such Traffic:

The fixing of the Through Rates or Tolls, and other Tolls, Rates, and Charges to be levied or taken by the Companies so entering into Agreement as aforesaid, in respect of the Traffic contained upon their respective Railways or any Part thereof respectively and the *Buckinghamshire* Railways, not exceeding the maximum Tolls, Rates, and Charges authorized by the Acts of Parliament relating to those Railways respectively:

The Collection, levying, and Receipt of such Tolls, Rates, and Charges:

The Division and Apportionment between the Companies so agreeing of the Receipts arising from the Traffic upon their respective Railways and the *Buckinghamshire* Railways, or any Part thereof respectively, subject to any Deductions to be made therefrom, or any Rent or other Consideration to be paid by either of the said Companies to the other of them.

Contract, &c. not to alter Tolls, or to prevent Lines being used by other Companies.

XLIX. Provided always, That no such Contract or Agreement as aforesaid shall be made for a longer Period than Ten Years, or shall have any Operation until the same shall have been approved by the Board of Trade; and no such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls which the *London and North-western* Railway Company shall for the Time being be authorized and entitled to demand or receive from any Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract or Agreement, be entitled to the Use and Benefit of the Railways and Undertaking of the Company, and of the Railways and Undertaking of the *London and North-western* Railway Company and the *Buckinghamshire* Railway Company, upon the same Terms and Conditions, and on Payment of the same Tolls, as they would have been in case no such Contract or Agreement had been entered into: Provided also, that the Board of Trade shall not approve any such Contract or

or Agreement without being satisfied that the same has been duly assented to by the Votes of Three Fifths of the Shareholders of the respective Companies Parties thereto in Special Meeting assembled for that Purpose.

Agreement may be renewed, with the Approval of the Board of Trade.

L. At the Expiration of the said Agreement or of any future Agreement the Company and the *London and North-western* Railway Company, with the Consent in Special Meeting of the Shareholders of such Companies respectively as herein-after required, (and subject to the Approval of the Board of Trade,) may from Time to Time enter into an Agreement for not more than Ten Years from the Expiration of the preceding Agreement for all or any of the Purposes aforesaid: Provided that before such Companies shall enter into any such further Agreement as aforesaid they shall give Notice of their Intention to enter into such Agreement by Advertisement in a Form to be approved of by the Board of Trade inserted once in each of Two successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway or Railways to which such proposed Agreement relates is situated; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade; and no such Agreement shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

Public Notice to be given of the Intention to enter into Agreements.

Agreement inoperative until approved by the Board of Trade.

Working Arrangements to be approved by Shareholders.

LI. None of the Agreements herein authorized to be entered into between the Company and the *London and North-western* Railway Company shall have any Operation or Effect unless and until the Contracts or Agreements intended to be made for such Purposes respectively shall have been submitted to and approved by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of the Companies Parties thereto specially convened for that Purpose.

Meeting, how to be convened.

LII. Such Meeting shall be called by Advertisement inserted once at least in Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of each Company Party to such Contract or Agreement is situate; the last of which Advertisements shall be published not less than Seven Days before such Meeting of the Company, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices required to be served by the Company upon the Shareholders.

LIII. In

Traffic on Lines not to be subject to short Distance on both Lines.

LIII. In estimating the Tolls or Charges to be paid during the Continuance in force of any such Contract or Agreement as aforesaid in respect of Articles or Persons conveyed for short Distances partly upon the *London and North-western* Railway and the *Buckinghamshire* Railway, or either of them, and partly upon the Railway by this Act authorized, the last-mentioned Railway shall, as the Case may require, be deemed to be Part of the *London and North-western* or the *Buckinghamshire* Railway.

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

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

Expenses of Act.

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

"The Company."

LVI. The Words "the Company" shall in the Interpretation of this Act be deemed to mean the Company hereby incorporated.

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