CHAPTER cclxvi.

An Act for making a railway from Beaconsfield in the county of Buckingham to Harrow in the county of Middlesex and for other purposes. [18th August 1882.] A.D. 1882.

WHEREAS the construction of the railways herein-after described forming by means of junctions with the authorised Uxbridge and Rickmansworth Railway a line of railway from Beaconsfield in the county of Buckingham to Harrow-on-the-Hill in the county of Middlesex would be of public and local advantage:

And whereas the several persons herein-after named with others are willing at their own expense to carry the undertaking into execution on being incorporated into a company for the purpose:

And whereas it is expedient that the Company so incorporated and any company or persons for the time being working or using the railways by this Act authorised be empowered to run over and use the railways and stations of other companies herein-after in that behalf mentioned:

And whereas it is expedient that the Company by this Act incorporated and the other companies herein-after in that behalf mentioned be empowered to enter into and carry into effect agreements as herein-after provided:

And whereas plans and sections showing the lines and levels of the railways authorised by 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 the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the peace for the counties of Buckingham and Middlesex and are herein-after respectively referred to as "the deposited plans sections and books of reference":

And whereas plans and sections showing the line and levels of an intended deviation of a part of the railway as laid down upon the deposited plans and also a book of reference to the plans containing

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the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes of the said deviation have also been deposited with the clerk of the peace for the county of Middlesex and are hereinafter respectively referred to as the supplemental plans sections and book of reference.

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

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

Short title.

1. This Act may be cited as the Beaconsfield Uxbridge and Harrow Railway Act 1882.

Incorporation of Acts. 8 & 9 Vict. c. 16. 26 & 27 Vict. c. 118. 8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 32 & 33 Vict. c. 18. 8 & 9 Vict. c. 20. 26 & 27 Vict. c. 92. 36 & 37 Vict. c. 48.

2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873 are except where expressly varied by this Act incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction and for the purposes of this Act the expression "the Company" means the Company by this Act incorporated the expressions "the railways" and "the undertaking" mean respectively the railways and works and the undertaking by this Act authorised the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. Sir Francis Burdett Baronet the Honourable Randolph Stewart Robert James Hellard Tucker John Campbell Cox and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be

and are hereby united into a company for the purpose of making and maintaining the railway and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Beaconsfield Uxbridge and Harrow Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make railways.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections as altered by the supplemental plans and sections the railways herein-after described with all necessary and convenient junctions sidings stations bridges viaducts rails tanks roads buildings yards approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference and the supplemental book of reference as may be required for that purpose.

The railways herein-before referred to and authorised by this Act will be situate in the counties of Buckingham and Middlesex and are—

Railway No. 1. A railway six miles five furlongs and one chain or thereabouts in length commencing in the parish of Beaconsfield in the county of Buckingham in a field known as "Fowler's Meadow" belonging or reputed to belong to and in the occupation of William Fowler and terminating in the parish of Denham in the same county by a junction with the authorised Uxbridge and Rickmansworth Railway at a point on and measured along the centre line of that railway as shown on the deposited plans thereof 3 miles and 3·90 chains or thereabouts from its commencement.

Railway No. 2. A railway five miles seven furlongs five chains and forty links or thereabouts in length commencing in the parish of Harefield in the county of Middlesex by a junction with the authorised Uxbridge and Rickmansworth Railway at a point on and measured along the centre line of that railway as shown on the deposited plans thereof 3 miles and 9·20 chains or thereabouts from its commencement and terminating in the parish of Harrow-on-the-Hill in the same county in a field named "Hydefield Close" belonging or reputed to belong to John Graham Smith and occupied or lately occupied by John Pring.

Railway No. 3. A railway four furlongs and nine chains or thereabouts in length to be wholly situate in the parish of

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Harrow-on-the-Hill in the county of Middlesex commencing at the termination of Railway No. 2 and by a junction therewith and terminating by a junction with the deviation of the Kingsbury and Harrow Railway authorised by the Metropolitan Railway Act 1880 at a point on and measured along the centre line of that deviation as shown on the deposited plans thereof 3 furlongs and 6·40 chains or thereabouts from the commencement of the said deviation.

43 & 44 Vict. c. clxvi.

Railway No. 5. A railway two furlongs and six chains or thereabouts in length to be wholly situate in the parish of Denham in the county of Buckingham commencing by a junction with the intended Railway No. 1 in a field known as "Partridge Hearn" belonging or reputed to belong to Benjamin Henry Walpole Way and occupied or lately occupied by William King and terminating by a junction with the authorised Uxbridge and Rickmansworth Railway at a point on and measured along the centre line thereof as shown on the deposited plans of that railway 2 miles 5 furlongs and 2·60 chains or thereabouts from its commencement.

For protection of the Grand Junction Canal.

6. Whereas Railway No. 2 is intended to be carried across the Grand Junction Canal in the parish of Harefield in the county of Middlesex Be it therefore enacted for the protection of the said canal as follows (that is to say):

(1) Except as herein-after mentioned nothing in this Act contained shall take away diminish or affect any of the rights privileges or powers vested in the Company of Proprietors of the Grand Junction Canal (herein-after called "the canal company") and the Company shall not without the consent of the canal company under their common seal alter the line or level of the Grand Junction Canal (herein-after called "the canal") or of the towing-path thereof or obstruct or impede the navigation of the canal or divert intercept cut off take use or diminish any of the waters of or in the canal or which may be taken for the use of or which supply the canal or injure or interfere with any of the works of the canal or except for the limited purposes and in manner herein-after mentioned enter upon take or use any of the land belonging to the canal company or any part of the canal or the towing-path lay-byes wharves banks bridges or works connected with the same and the Company shall not without such consent as aforesaid make any deviation from the level of the same railway as delineated on the deposited sections which would lower such level and nothing in this Act contained shall compel the canal company

to convey to the Company the fee simple of any lands belonging to them over which any works by this Act authorised are to be constructed but the same shall remain vested in the canal company subject nevertheless to the right of the Company and their successors for ever to construct maintain and use the said railway and works connected therewith and to have use and possess such way and passage for the same railway and works as are hereby provided for together with all rights and easements necessary for the due use and enjoyment of the same;

(2) For the purpose of carrying the said railway over the canal the Company shall make and maintain a bridge of brick stone or iron or any of those materials combined over the canal and the towing-path thereof and no part of the under side of the bridge or of any of the girders thereof shall give a less clear headway than ten feet above the weir level of the canal at the point where the said railway is carried over the canal and the bridge shall be carried over the canal and the towing-path thereof by a single span of not less than sixty feet measured at right angles to the face of the abutments and the abutments of such bridge shall be placed in such positions with respect to the centre line of the canal as shall be reasonably required by the engineer of the canal company;

(3) The width between the parapets of the said bridge shall not exceed thirty-five feet;

(4) The construction of the said bridge and works connected therewith shall be carried on and completed in such manner as that no obstruction shall be caused to the steam vessels boats and barges navigating the canal or the horses towing such boats or barges and the Company shall not at any time except during the progress of constructing or re-constructing the said bridge and works connected therewith diminish or contract the present open and uninterrupted navigable waterway in the canal or the width of the towing-path thereof and shall during the progress of such construction or re-construction leave a free and uninterrupted navigable width of waterway in the canal of not less than twenty-one feet with a width of towing-path of not less than six feet and a clear headway of nine feet above the level of the surface of such water and eight feet above the level of the towing-path;

(5) The said bridge and works connected therewith shall be constructed and maintained in good substantial repair by the Company and so far as relates to all necessary precautions for the preservation of the canal and the towing-path thereof and

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the works connected therewith and the water in the said canal the said bridge and works connected therewith and all future repairs thereof shall be constructed and performed according to plans and specifications to be submitted to and to be subject to the reasonable approval of the engineer for the time being of the canal company previously to the commencement of the works and such works shall be commenced carried on and completed under the superintendence and to the reasonable satisfaction of such engineer and the reasonable expenses of such engineer in respect of such superintendence shall be paid by the Company.

(6) In case during the construction of the said works or any of them any damage shall be occasioned to the canal or towing-path or the works thereof respectively the Company shall under such superintendence and to such reasonable satisfaction as aforesaid restore the same to the same state and condition as before the happening of any such damage And if the said bridge or any of the works connected therewith or any part thereof shall be imperfectly constructed or if at any time or times the said bridge or any part thereof shall be out of repair or if in sinking the foundations for the abutments of the said bridge or the works connected therewith or otherwise any loss of water or any obstruction of the navigation of the canal shall occur and notice thereof in writing shall be given by any officer or agent of the canal company to the Company or their secretary and the Company shall not for the space of fourteen days after such notice shall have been given or forthwith if the nature of the case shall require it sufficiently and effectually amend such construction or repair such works or prevent such loss of water or remove such obstruction (as the case may be) under such superintendence and to such reasonable satisfaction as aforesaid and complete the same with all reasonable expedition it shall be lawful for the canal company from time to time to make good such construction to perform such repairs to prevent such loss of water or remove such obstruction as the case may require And the Company shall from time to time pay to the canal company within fourteen days after demand all the costs and expenses which may be incurred by them from time to time in and about the superintendence and construction of all the herein-before mentioned works and repairs;

(7) The said bridge and all the works immediately connected therewith shall be completed within the period of twelve months from the day on which the same shall be commenced

and if the said bridge or the works immediately connected therewith shall not be completed within that period the Company shall forfeit and pay to the canal company as and for liquidated damages the sum of ten pounds for every day after the expiration of that period until the same shall be completed;

(8) If by reason of the execution of any of the works by this Act authorised or by reason or in consequence of any act neglect or omission of the Company or of their agents contractors servants or workmen or if by reason of the sinking of the foundations of the abutments of the said bridge or in consequence of any of the works when made the water in the canal shall leak or escape and run to waste therefrom the Company shall pay to the canal company the sum of twenty shillings as and for liquidated damages for every reasonably estimated one thousand cubic feet of water which shall have leaked or escaped and run to waste and in the same proportion for any greater or less quantity and if by reason or in consequence of any of the circumstances or causes aforesaid the navigation of the canal or the passage along the towing-path thereof shall be obstructed or interrupted so that steam vessels boats or barges navigating the canal or the horses towing such boats or barges shall not be able to pass uninterruptedly along the canal and towing-path respectively then and in any and every such case the Company shall pay to the canal company the sum of ten pounds as and for liquidated damages for every hour during which any and every such obstruction or interruption shall continue after notice thereof shall have been given by any officer or agent of the canal company to the Company or their secretary But if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours after such notice or shall be caused by any wilful act neglect or otherwise on the part of the Company or of any of their agents contractors servants or workmen then and in every such case the Company shall pay to the canal company the sum of twenty pounds as and for liquidated damages for every hour during which such obstruction or interruption shall continue:

(9.) Nothing herein contained shall extend to prevent the canal company from recovering beyond the amount of such liquidated damages aforesaid or to prevent any owner of steam vessels boats or barges or any other person whomsoever using or navigating the canal from recovering from the Company any special damages that may be sustained by them or any of them or that they or any of them may be liable to pay or shall pay

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for or in consequence of the wilful acts neglects or defaults of the Company their contractors agents servants or workmen or in consequence of the flowing or escape of the water out of or of any obstruction to the canal if the same shall be caused or happen by reason of the making or maintaining the works by this Act authorised:

(10) Any such damages costs expenses and compensation as aforesaid may be sued for in any court of competent jurisdiction.

For protection of the Ruislip Canal Feeder.

7. Whereas Railway No. 2 is intended to be carried over certain lands situate in the parish of Ruislip in the county of Middlesex numbered 13a on the deposited plans and used as a feeder from the Ruislip Reservoir for the supply of the Paddington Long Level of the Grand Junction Canal and of the Regent's Canal and it is expedient to make provisions in respect thereof Be it therefore enacted as follows (that is to say):

(1.) Except only as is by this Act expressly provided nothing in this Act contained shall take away lessen prejudice alter or affect any of the estates rights interests powers or privileges vested in the Company of Proprietors of the Grand Junction Canal or in the Company of Proprietors of the Regent's Canal (herein-after referred to as the "two canal companies") and the Company shall not without or otherwise than in accordance with the previous consent of the two canal companies in writing under their respective common seals alter the line or levels of the feeder or the bed thereof or the watercourses or the banks or boundaries thereof or obstruct the means of access thereto or divert obstruct intercept cut off take use or lessen any of the waters flowing in or by means of the feeder or watercourses or which the two canal companies or either of them are authorised to take for the supply to or use of the feeder or reservoir and the before-mentioned canals or damage injure or interfere with any of the works of the feeder or watercourses or take or use (except for the limited purposes herein-after mentioned) any part of the feeder or watercourses or of the beds banks or works connected therewith respectively or any land belonging to the two canal companies or either of them or in which they may be interested and nothing in this Act contained shall compel the two canal companies or either of them to convey or assign to the Company the fee simple or other interest in any land belonging to them or either of them or in which they may be interested but the same shall remain vested as if this Act had not been passed subject nevertheless

to the right of the Company and their successors for ever hereafter to construct maintain and use the said railway and works hereby authorised:

(2.) For the purpose of carrying the said railway over the feeder the Company shall construct and maintain a bridge over the same (herein-after referred to as "the bridge") of brick stone or iron or any of those materials combined of not less than twenty feet span measured at right angles to the face of the abutments thereof and so as to leave a clear and uninterrupted opening over the said feeder and no part of the soffit or under side of the bridge shall be less than ten feet clear above the level of the present bed of the feeder And the Company shall make under the bridge on such side of the feeder as the two canal companies shall determine a footway of not less than ten feet in width:

(3.) The bridge and all the works connected therewith shall be made and for ever maintained by the Company in good substantial and watertight condition and repair and so far as relates to all precautions for the safety and preservation of the feeder and watercourses the free and uninterrupted passage of water along the same and for preserving a free and uninterrupted access to and along the feeder the bridge and footway and all the works connected therewith respectively and all future repairs thereof shall be made and done in accordance with plans and specifications to be in every case before the commencement of the works or repairs submitted for his approval to and approved by the Regent's Canal Company's engineer and the same works and repairs shall be commenced carried on and completed under his superintendence and to his satisfaction And if and whenever during the progress of any of the works or repairs any damage or injury is occasioned to the feeder or watercourses or the works thereof the Company shall under the superintendence and to the satisfaction of such engineer as aforesaid restore the same to the same state and condition as before the happening of the damage or injury And if and whenever during or after the making or repairing of the bridge or footway herein-before mentioned or any of the works connected therewith respectively by reason of the same or of the making or repairing of the same or by reason of any defect in the making or repairing of the same or by reason of any failure or want of repair of the same any loss of water or any obstruction to the free passage of water along the said feeder or to the present means of access to and along the feeder occurs and notice thereof in writing is given by or on behalf of

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the two canal companies or either of them to the Company or their secretary or other officer and the Company do not within fourteen days after the notice or forthwith if the nature of the case so requires well sufficiently and effectually prevent the loss of water or remove the obstruction or make or do for the purpose under the superintendence and to the satisfaction of the Regent's Canal Company's engineer all proper and sufficient works repairs and things and complete the same with all reasonable expedition the two canal companies or either of them from time to time may under the superintendence and to the satisfaction of the said engineer make or do the same and prevent the loss of water or remove the obstruction and the Company shall from time to time pay to the two canal companies all the costs and expenses incurred by them respectively in that behalf and shall also pay to the said engineer his reasonable charges for his services and supervision in connexion with and incidental to the works under this section:

(4.) The bridge and footway and all the works connected therewith respectively shall be completed within six calendar months after the day on which the same or any of them respectively are commenced and if the same or any of them are not completed within that period then and in every or any or either of the said cases the Company shall forfeit and pay to each of the two canal companies as and for liquidated damages the sum of twenty shillings for every day after the expiration of that period until the whole thereof are completed And if and whenever during or after the making or repairing of any of the works by this Act authorised or by reason of the same or of the making or repairing of the same or by reason of any defect in the making or repairing of the same or by reason of any failure or want of repair of the same or by reason of any act neglect or omission of the Company or of their agents servants or workmen any water in the feeder or watercourses leaks escapes or runs to waste from the feeder or watercourses the Company shall pay to each of the two canal companies as and for liquidated damages the sum of ten shillings for every reasonably estimated one thousand cubic feet of water which so leaks escapes or runs to waste and in the same proportion for any other quantity And if and whenever by reason of any of those circumstances or causes the free passage and running of water along or by means of the feeder or watercourses shall be in any way obstructed or interfered with or if the access to and along the feeder is so obstructed as to prevent the two canal companies or either of them or any of their servants or workmen

from passing uninterruptedly to and from and along the banks thereof the Company shall pay to each of the two canal companies twenty shillings as and for liquidated damages for every hour during which the obstruction or interference continues after notice thereof is given by or for the two canal companies or either of them to the Company or their secretary or other officer And if and whenever any such obstruction or interference continues for more than forty-eight consecutive hours after the notice or is caused by any wilful act neglect or omission on the part of the Company or any of their agents servants or workmen the Company shall pay to each of the two canal companies forty shillings as and for liquidated damages for every hour during which the obstruction or interference continues:

(5.) Nothing herein contained shall prevent the two canal companies or either of them from recovering from the Company in addition to the liquidated damages the amount of any special damage sustained by the two canal companies or either of them or that they or either of them may be liable to pay for or on account or by reason of the acts neglects or defaults of the Company or by reason of the leakage escape or running to waste of any water from the feeder or watercourses if the same shall be caused or happen by reason of any of those circumstances or causes or of the making or maintaining of the railway or of any of the herein-before mentioned works respectively and the two canal companies or either of them may sue for and recover the liquidated and special damages in any court of competent jurisdiction.

For protection of the Metropolitan Railway Company.

8. The Company in constructing Railway No. 3 under the powers of this Act shall be bound by and comply with the following restrictions and provisions—

(1.) The junction or any other communication between Railway No. 3 and the Rickmansworth Extension of the Metropolitan Railway Company shall be effected in a substantial manner by means of connexion rails and points of construction and laid in a manner which the engineer for the time being of the Metropolitan Railway Company may from time to time approve and require and shall be executed to his satisfaction in all respects.

(2.) The junction and works shall be made only according to such plans elevation sections specifications and dimensions as shall be submitted by the Company to the engineer of the Metropolitan Railway Company and approved by him in writing under his hand before any of those works are begun or

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in case of refusal or neglect to approve the same within one month after such submission of such plans as shall be settled and determined by an engineer to be appointed by the Board of Trade.

(3.) The Company shall not without in every case the previous consent of the Metropolitan Railway Company in writing under their common seal take use enter upon or interfere with any of the lands railways or works from time to time belonging to or in the possession or under the power of that company except only such parts of their lands as it shall be absolutely necessary for the Company to take use enter upon or interfere with for the purpose of making and maintaining the junction and other communications aforesaid.

(4.) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free uninterrupted and safe user of the Metropolitan Railway or any traffic thereon.

(5.) The Company shall bear and on demand pay to the Metropolitan Railway Company the expense of the employment by that company during the execution of the works affecting that company of a sufficient number of inspectors and watchmen to be appointed by that company for watching their railway and its works with reference to and during the execution of such intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employ of the Company or of their contractors with reference thereto or otherwise.

(6.) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or otherwise the Metropolitan Railway or any of the works connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Metropolitan Railway Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction and if any interruption shall be occasioned to the traffic of the Metropolitan Railway Company by reason of any of the matters or causes aforesaid the Company shall pay to that company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained

by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction.

(7.) With reference to any lands railway or works of the Metropolitan Railway Company which the Company is by this Act authorised to take use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Metropolitan Railway Company may and shall sell and grant accordingly an easement or right of taking and using the same for the purposes for which but for this enactment the Company might purchase and take the same.

(8.) Nothing in this Act contained shall extend to diminish prejudice alter or take away any of the rights privileges or powers of the Metropolitan Railway Company otherwise than is herein expressly provided.

(9.) Any difference which may arise between the two companies under this enactment or with reference thereto shall be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration.

Signals &c. at points of junction to be erected and maintained by the Metropolitan Railway Company.

9. The Metropolitan Railway Company at the junction or junctions of their railway with Railway No. 3 may from time to time erect maintain and alter such signals and other works and conveniences and appoint and remove such watchmen pointsmen and other servants as the Metropolitan Railway Company may deem necessary for the prevention of damage to or detention of or interference with the traffic at or near the junction or junctions of Railway No. 3 hereby authorised with their railway and the working and management of such signals works and conveniences and the control and direction of such watchmen pointsmen and other servants shall belong exclusively to the Metropolitan Railway Company and all the costs and expenses during each half year of erecting maintaining and altering such signals works and conveniences and of employing and paying such watchmen pointsmen and other servants shall at the expiration of each half year be repaid to the Metropolitan Railway Company on demand and in default the amount of such costs and expenses may be recovered by the Metropolitan Railway Company from the Company in any court of competent jurisdiction.

Not to take lands of the Uxbridge

10. The Company shall not unless with the consent in writing of the Uxbridge and Rickmansworth Railway Company take use enter

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and Rickmansworth Railway Company except for purposes of the junctions.

upon or interfere with the railway or works or with any land or property of that company except only such part or parts thereof and so far as may be necessary for effecting and maintaining the junctions hereby authorised with the railway of that company and with respect to any such land or property which the Company may so take use or enter upon that company shall only be required to sell and grant and the Company may purchase and take an easement or right of using the same and the Uxbridge and Rickmansworth Railway Company may at any time or times after any such junction has been made should it be necessary for them to do so at their own expense alter or remove such junction and substitute a new junction therefor but so that such alteration or removal or substituted junction shall not stop the traffic of the railway or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junctions or the substituted junctions as the case may be or the signals works and conveniences connected therewith.

For protection of the Hall Barn Estate.

11. The Company shall not enter upon take or use any land or property situate in the parish of Beaconsfield within the limits of deviation shown upon the deposited plans and lying on the western side of the public road numbered nine on the said plans in that parish.

For protection of the Harefield Place Estate.

12. For the protection and accommodation of the property situate in the parish of Harefield known as the Harefield Place Estate belonging to Henry Richard Cox the following provisions shall apply and be carried into effect by the Company—

(1.) The Company shall deviate the line of Railway No. 2 within the limits of deviation shown upon the deposited plans where the same passes through the said estate to the north or south consistently with a curve of not less than half a mile radius and with the proper construction of the line on the adjoining properties as the said Henry Richard Cox or his successors in estate may require.

(2.) The accommodation works to be provided in accordance with the Railways Clauses Consolidation Act 1845 shall include at least two bridges twenty feet wide at least between the parapets or abutments with proper and sufficient approaches of an inclination of not less than one in twenty at such points on the said estate and such other reasonable crossings or means of communication as the said Henry Richard Cox or his successors in estate may in reason select or require consistent with the due construction or working of the railway.

(3.) The Company shall also make such sufficient and effectual longitudinal drains with proper outlets as may be necessary alongside Railway No. 2 for efficiently carrying off any water and drainage from the adjacent lands of the said estate intersected by the said railway.

(4.) The Company shall allow the said Henry Richard Cox and his successors in estate to plant with trees and shrubs the slopes of the embankments and cuttings and the side lands formed on property in the parish of Harefield acquired from the said Henry Richard Cox and not required to be used or occupied for purposes of the undertaking and all trees and shrubs which shall be so planted shall be the property of the said Henry Richard Cox and his successors in estate who may cut down thin and replant the same as they may think fit and they shall have the exclusive right of sporting over the said slopes and side lands to be so planted Provided always that the said Henry Richard Cox and his successors in estate shall not do or cause to be done or suffer any act matter or thing in the enjoyment of such user of the said slopes and side lands which may interfere with or prevent the user or security of the railway or the maintenance or widening thereof and the Company may at any time cut down or lop and remove any trees branches or shrubs which in their opinion may endanger or be likely to endanger the user or working of the railway.

For protection of the trustees of Lieut.-General G. L. Goodlake.

13. In the execution and maintenance of the works and exercise of the powers by this Act authorised and conferred the following provisions shall for the protection of the property situate in the parishes of Denham and Harefield vested in the trustees of the marriage settlement of Lieutenant-General Gerald Littlehales Goodlake and Margaret his wife (which said trustees their heirs and assigns are in this section referred to as "the landowners") have effect that is to say—

1. The Company shall at their own cost construct and maintain to the reasonable satisfaction of the landowners the following accommodation works that is to say—

(A.) A cattle creep with a headway of six feet clear above the level of the ground under Railway No. 2 at such a point on the land numbered four on the deposited plans in the parish of Harefield as the landowners may require;

(B.) A roadway with approaches suitable for farm waggons with a footway and stiles across Railway No. 2 on the level at such a point where Railway No. 2 crosses the land numbered four on the said plans in the parish of Harefield as the landowners may require;

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2. The Company shall allow the landowners to plant with trees and shrubs the slopes of the embankments and cuttings and the side lands formed on property numbered on the said plans 1 5 6 7 19 22 24 25 28 29 and 30 in the parish of Denham and 1 2 3 4 4A 5 6 7 and 8 in the parish of Harefield and all trees and shrubs which shall be so planted shall be the property of the landowners who may cut down thin and replant the same as they may think fit and the landowners shall have the exclusive right of sporting over the said slopes and lands to be so planted Provided always that the landowners shall not do or cause to be done or suffer any act matter or thing in the enjoyment of such user of the said slopes and lands which may interfere with or prevent the user or the security of the railway or the maintenance or widening thereof and the Company may at any time cut down or lop and remove any trees branches or shrubs which in their opinion may endanger or be likely to endanger the user or working of the railway.

3. The Company shall execute their works so as not to pond back the water in the River Colne or the branches thereof to the detriment of the Savoy Mill or other property of the landowners.

Capital.

14. The capital of the Company shall be two hundred thousand pounds in twenty thousand shares of ten pounds each.

Shares not to be issued until one fifth paid.

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

Calls.

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

Receipt in case of persons not sui juris.

17. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow.

18. The Company may from time to time borrow on mortgage any sums not exceeding in the whole sixty-six thousand six hundred pounds but no part thereof shall be borrowed until the whole capital of two hundred thousand pounds is issued and accepted and one half thereof has been paid up and the Company have proved to the justice who is to certify under the fortieth section of the

Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital has been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such justice as aforesaid before he so certifies that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

For appointment of a receiver.

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

Debenture stock.

20. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

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

First ordinary meeting:

22. The first ordinary meeting of the Company shall be held within nine months after the passing of this Act and the future ordinary meetings of the Company shall be held in the months of March and September in every subsequent year or in such other month in every subsequent year as the Company by the resolution of an extraordinary general meeting shall from time to time determine.

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Number of directors.

23. The number of directors shall be five but the Company may from time to time alter the number of directors but so that the number shall be never less than three nor more than five.

Qualification of directors.

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

Quorum.

25. The quorum of a meeting of directors shall be three whilst their number is not less than four and two if the number be reduced to three.

First directors.

26. Sir Francis Burdett Baronet the Honourable Randolph Stewart Robert James Hellard Tucker and two other duly qualified persons to be nominated by them or the majority of them and consenting to the nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any 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 or nominated as aforesaid being (if qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for altering the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extraordinary purposes.

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

Period for compulsory purchase of lands.

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

Power to cross certain roads on the level.

29. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the works carry the same with a single line only whilst the railway constituting the respective work shall consist of

a single line and afterwards with a double line only across and on the level of the roads next herein-after mentioned (that is to say) :—

Number on deposited Plan.	Parish.	Description of Road.
	RAILWAY No. 1.	
20	Denham - -	Public carriage road.
	RAILWAY No. 2.	
52	Ruislip - -	Public carriage road.

Inclination of roads.

30. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say) :—

Number on deposited plan.	Parish.	Description of Road.	Intended Inclination.
	RAILWAY No. 1.		
8	Chalfont-St.-Peter -	Public carriage road	1 in 10 on one side and level on the other side.
3A	Denham - -	Public carriage road	1 in 15 on one side.

Width of certain roadway.

31. The Company may make the roadway over the bridge by which the public carriage road numbered 15 on the deposited plans in the parish of Pinner will be carried over Railway No. 2 of a width between the fences thereof of not less than twenty-five feet and the road over the bridge and the approaches thereto shall be metalled for the whole width of the roadway.

Foot bridge to be erected at level crossing at Pinner.

32. The Company shall make and maintain a foot bridge over Railway No. 2 at the point where the same crosses the road numbered 6 on the deposited plans in the parish of Pinner on the level the width of the footway of such bridge to be not less than five feet with approaches to the same by means of steps of the same width with one foot clear tread and six inches rise and the edges of the said steps to be squared.

For protection of occupation road and sewers of guardians of Hendon Union.

33. In altering the occupation road numbered 6 on the deposited plans in the parish of Pinner the Company shall not make the same of any inclination steeper than one in forty unless with the consent in writing of the guardians of the poor of the Hendon Union and they shall not interrupt or injuriously interfere with the sewers of

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the said guardians under the said road and the Company shall make and maintain good and sufficient gates and fences across such road on each side of the railway so as to fence in the railway but so as not to interfere with the free user of the said road by the owners and occupiers of the adjoining lands entitled to use the same.

Power to take easements &c. by agreement.

34. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Deposit money not to be repaid except so far as railway is opened.

35. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of nine thousand eight hundred and thirty pounds Consolidated Three Pounds per Centum Annuities being at the price at which the same were purchased not less than five per centum upon the amount of the estimate in respect of the railways proposed to be authorised by the Bill for this Act as introduced into Parliament has been transferred into the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act And whereas one of the said railways that is to say Railway No. 4 so proposed to be authorised was struck out of the said Bill during its progress through Parliament And whereas the sum of seven thousand eight hundred and forty-two pounds Consolidated Three Pounds per Centum Annuities represents not less than five per centum upon the estimate of expense of the railways by this Act authorised (which last-mentioned sum is in this Act referred to as "the deposit fund") Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them which persons survivors or survivor are or is in this Act referred to as the depositors unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railways open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers then on the production of a certificate of the Board of Trade speci-

fying the length of the portion of the railways opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways the Court shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

36. If the Company do not previously to the expiration of the period limited for the completion of the railways complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof provided that until the deposit fund has been repaid or re-transferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as

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the same shall become payable be paid to or on the application of the depositors.

Release of balance of deposit.

37. On the application by the depositors by petition in a summary way the Court may and shall order that the sum of one thousand nine hundred and eighty-eight pounds Consolidated Three Pounds per Centum Annuities so transferred into the Court as aforesaid over and above the deposit fund and the dividends thereof shall be paid or transferred to the depositors or any other person or persons whom they may appoint in that behalf.

Period for completion of works.

38. If the railways are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Tolls.

39. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following (that is to say):—

Tolls for goods.

In respect of goods conveyed on the railway:

Class 1. For all coal compost dung manure except guano and artificial 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 in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny.

Class 2. For all coke culm charcoal cinders all stones for building pitching and paving all bricks tiles slates clay sand ironstone and iron ore pig iron bar iron rod iron 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.

Class 3. For all sugar grain corn flour hides dyewoods earthenware guano and artificial manures 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.

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.

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 carried or conveyed on a truck or platform per mile if having more than two wheels not exceeding fourpence halfpenny and if having two wheels not exceeding threepence and a further 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 per mile not exceeding twopence.

Tolls for animals.

In respect of animals conveyed on the railway :

Class 6. For every horse mule ass or other beast of draught or burden 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 :

Class 7. For every ox cow bull or neat cattle per mile not exceeding one penny halfpenny and if conveyed in or upon any carriage belonging to the Company an additional sum not exceeding one penny.

Class 8. For every calf pig sheep lamb or other small animal per mile not exceeding one halfpenny and if conveyed in or upon any carriage belonging to the Company an additional sum per mile not exceeding one halfpenny.

Tolls for passengers.

In respect of passengers conveyed upon the railway :

For every person per mile not exceeding twopence and if conveyed in or upon a carriage belonging to the Company an additional sum per mile not exceeding one penny.

Tolls for propelling power.

40. The toll which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal or for each ton of goods in addition to the several other tolls or charges by this Act authorised to be taken.

Regulations as to the tolls.

41. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say) :

For passengers animals and goods conveyed on the railway for a less distance than four miles the Company may demand tolls and charges as for four miles :

For a fraction of a mile beyond four miles or beyond any greater number of miles the Company may demand tolls and charges in respect of goods and animals for such fraction in proportion to the number of quarters of a mile contained therein and if

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there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile and in respect of passengers a fraction of a mile beyond an integral number of miles shall be considered as one mile:

For a fraction of a ton the Company may demand tolls 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.

42. With respect to small parcels not exceeding five hundredweight and single articles of great weight notwithstanding anything in this Act the Company may demand and take tolls not exceeding the following (that is to say):

For the carriage of small parcels on the railway:

For any parcel not exceeding seven pounds in weight threepence:

For any parcel exceeding seven pounds and not exceeding fourteen pounds in weight fivepence:

For any parcel exceeding fourteen pounds and not exceeding twenty-eight pounds in weight sevenpence:

For any parcel exceeding twenty-eight pounds and not exceeding fifty-six pounds in weight ninepence:

And for any parcel exceeding fifty-six pounds in weight but not exceeding five hundredweight the Company may demand any sum which they may think fit:

Provided always that parcels sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but such terms shall apply only to single parcels in separate packages:

For the carriage of single articles of great weight on the railway:

For the carriage of any 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 not exceed eight tons the Company may demand any sum not exceeding sixpence per ton per mile:

For the carriage of any 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 any sum they may think fit. A.D. 1882.

Maximum rates for passengers.

43. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway including the tolls for the use of the railway and of carriages and locomotive power and every other expense incidental to such conveyance shall not exceed the following sums:

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.

Maximum rates for goods and animals.

44. The maximum rate of charge to be made by the Company for the conveyance of goods and animals except such small parcels and single articles of great weight as aforesaid on the railway including the tolls for the use of the railway and for waggons or trucks and locomotive power and for every other expense incidental to such conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier where any such service is performed by the Company) shall not exceed the following sums (that is to say):

For the matters herein-before mentioned under Class 1 not exceeding one penny halfpenny per ton per mile.

For the matters herein-before mentioned under Class 2 not exceeding twopence per ton per mile.

For the matters herein-before mentioned under Class 3 not exceeding threepence per ton per mile.

For the matters herein-before mentioned under Class 4 not exceeding fourpence per ton per mile.

For any carriage herein-before mentioned under Class 5 not weighing more than one ton not exceeding sixpence per mile and if weighing more than one ton not exceeding one penny halfpenny per mile for every quarter of a ton or fractional part of a quarter of a ton above one ton.

For everything herein-before mentioned under Class 6 not exceeding fourpence per mile.

For everything herein-before mentioned under Class 7 not exceeding twopence halfpenny per mile.

For everything herein-before mentioned under Class 8 not exceeding one penny per mile.

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Passengers luggage.

45. Every passenger travelling upon the railways may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Terminal station.

46. No station shall be considered a terminal station in regard to any goods conveyed on the railways unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to special trains.

47. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railways.

Company may take increased charges by agreement.

48. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof either by reason of any special service performed by the Company in relation thereto or in respect to the conveyance of animals and goods (other than small parcels) by passenger trains.

Classification table to be open to inspection copies to be sold.

49. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

Terminal charges (if any) to be specified on application.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railways render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railways shall be distinguished from the terminal charges if any and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by section 14 of the Regulation of Railways Act 1873. Penalty.

50. The Company and any company or persons for the time being working or using the railways of the Company or any part thereof either by agreement or otherwise may run over work and use with their engines carriages and waggons officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of their traffic of every description. Power to use part of Harrow and Rickmansworth Railway.

So much of the Harrow and Rickmansworth Railway of the Metropolitan Railway Company as lies between the junction therewith of Railway No. 3 and the station on that railway at Harrow-on-the-Hill

together with that station and all other stations and all roads platforms points signals water water-engines engine-sheds standing-room for engines booking and other offices warehouses sidings junctions machinery works and conveniences of or connected with the said portion of railway and stations and as regards traffic conveyed by them the Company may demand and take the same tolls and charges upon and in respect of the said portion of railway and stations as are now authorised to be taken upon and in respect of such portion of railway and stations respectively.

Provided always that such powers of working over and using the said portion of the Harrow and Rickmansworth Railway and the Harrow Station of the Metropolitan Company shall not be exercised without the previous consent in writing of the Metropolitan Railway Company under their common seal.

51. The terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other consideration to be paid by the Company or any such other company or persons as aforesaid for and in respect of the use of such portion of railway stations works and conveniences respectively shall be such as are from time to time agreed upon between them and the Metropolitan Railway Company or failing such agreement as may from time to time be determined by an arbitrator to be appointed by the Board of Trade on the application of either of the companies or persons interested in either case and the cost of arbitration shall be in his discretion and the decisions of such arbitrator shall be final and binding on all parties. Terms of such user.

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Confirmation of scheduled agreement.

52. The articles of agreement made between Sir Francis Burdett the Honourable Randolph Stewart and Robert James Hellard Tucker on behalf of the Company of the one part and the Uxbridge and Rickmansworth Railway Company of the other part and set forth in the schedule to this Act annexed are hereby confirmed and made binding on the two companies respectively and full effect may and shall be given thereto as if the same had been expressly enacted in this Act.

Power to enter into working and traffic arrangements with the Uxbridge and Rickmansworth Railway Company.

53. The Company on the one hand and the Uxbridge and Rickmansworth Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter into agreements with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance by the Uxbridge and Rickmansworth Railway Company of the railways and works of the Company or any of them or any part or parts thereof respectively;

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the railways of the contracting companies or either of them;

The supply and maintenance under any agreement for the railways being worked and used by the Uxbridge and Rickmansworth Railway Company of engines stock and plant necessary for the purposes of such agreement and the employment of officers and servants for the conduct of traffic;

The fixing collection payment appropriation apportionment and distribution of the tolls rates income and profits arising from the respective railways and works of the contracting companies or either of them or any part thereof.

Tolls on traffic conveyed partly on the railways and partly on other railways.

54. During the exercise of any running powers over or the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railways or any part thereof by any other railway company or companies the railways of the Company and of such other company or companies shall for the purposes of short-distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways of the Company and partly on the railways of such other company or companies for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every

quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short-distance charge shall be made for the conveyance of passengers animals or goods partly on the railways of the Company and partly on the railways of such other company or companies.

Interest not to be paid on calls paid up.

55. The Company shall not out of any money by this Act authorised to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposit for future Bills not to be paid out of capital.

56. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect to any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

57. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

Costs of Act.

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

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The SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made the twenty-ninth day of June one thousand eight hundred and eighty-two between Sir Francis Burdett of Ancaster House Richmond in the county of Surrey Baronet the Honourable Randolph Stewart of 85 Eaton Square in the county of Middlesex and Robert James Hellard Tucker of Brooklands Sunbury-on-Thames in the same county East India Merchant (herein-after called the Promoters) on behalf of the proposed Beaconsfield Uxbridge and Harrow Railway Company of the one part and the Uxbridge and Rickmansworth Railway Company (herein-after called the Uxbridge Company) of the other part.

WHEREAS the Promoters are promoting a Bill in Parliament under the title of the Beaconsfield Uxbridge and Harrow Railway Bill for the incorporation of a Company to be called the Beaconsfield Uxbridge and Harrow Railway Company (herein-after called the new Company) to construct railways in the counties of Middlesex and Buckingham to be called the Beaconsfield Uxbridge and Harrow Railway And whereas the Promoters desire to obtain on behalf of the new Company running powers over the Uxbridge and Rickmansworth Railway and have offered to the Uxbridge Company similar powers over their own line And whereas it is expected that the construction of the said railways will be of considerable benefit to the Uxbridge Company It is therefore agreed as follows :

1. The new Company shall have and may exercise in perpetuity powers to run over and use with their engines and carriages and for traffic of every description and with their clerks officers and servants the Uxbridge and Rickmansworth Railway and all stations watering-places sidings works and conveniences connected therewith and the Uxbridge Company shall have and may exercise in perpetuity such and the like powers over the railways of the new Company and all stations watering-places sidings works and conveniences connected therewith.

2. The two companies shall from time to time afford all proper and sufficient mutual facilities for the reception accommodation forwarding interchange and delivery of all traffic of whatever description passing or intended to pass to or from or over the railways or any part of the railways of the one company from or to or over the railways or any part of the railways of the other company and shall from time to time duly receive and transmit on their respective railways and deliver accordingly all such traffic in all respects on an equality with their own proper traffic.

3. All traffic brought from the Uxbridge and Rickmansworth Railway on to or passed over the Beaconsfield Uxbridge and Harrow Railway shall have equal facilities and so far as possible proportionate rates and fares over the Beaconsfield Uxbridge and Harrow Railway with traffic on that line and all traffic brought from the Beaconsfield Uxbridge and Harrow Railway on to or passed over the Uxbridge and Rickmansworth Railway shall have equal facilities and so far as possible proportionate rates and fares over that railway with traffic on that line.

4. The new Company shall have the right to fix the rates and fares for traffic originating or brought from places on or beyond their line to or over the Uxbridge and Rickmansworth Railway and the Uxbridge Company shall have the right to fix the rates and fares for traffic originating or brought from places on or beyond their line to and over the Beaconsfield Uxbridge and Harrow Railway subject to the right of either company to require the amount of such rates or fares to be varied by arbitration in manner herein-after mentioned if the amount of such rates or fares so fixed shall in the opinion of the arbitrator be substantially unreasonable or unsatisfactory.

5. The terminals (if any) charged shall be subject to mutual arrangement between the two companies and in case of disagreement shall be settled by arbitration having regard to the effect which the amount of the same may have in reducing the through or local rates so that the through or local rates may not be unduly decreased and the terminals unduly increased to the prejudice of either company.

6. The terms of such respective use shall be the payment to the other company by the company receiving the tolls and charges paid in respect of any such traffic of the due mileage proportion (attributable to the portion of the line of the other company used) of the gross receipts from the traffic in respect of which the running powers are exercised after deducting from such gross receipts the clearing-house terminals and also paid ons tolls proportions paid or due to other companies and Government duty and from the net sum thereby ascertained such a percentage on the amount thereof for haulage expenses of the Company carrying the traffic including the use of locomotives and waggons as shall be settled by agreement between the two companies or failing agreement by arbitration in manner herein-after mentioned such payments to be made monthly in accordance with the regulations of the clearing-house from time to time in force but all rates taxes and other landlords charges and the cost of the maintenance of the permanent way and all works and stations connected therewith and all expenses of stations and of the necessary pointsmen and officials and servants to secure the due working of the traffic of and on each company's line respectively shall be paid by the company owning the same.

7. The amounts to be charged for haulage including use of locomotives and waggons and any particular amount of rates fares or terminals when decided by agreement or arbitration shall be liable to revision by agree-

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ment or fresh reference to arbitration at the termination of every fifth year from the date of such decision or agreement upon the demand of either company.

8. The running powers facilities and privileges granted by this agreement shall not unless with the consent in writing of the company over whose railways such powers shall extend be exercised by any company other than the other of the said companies parties to this agreement.

9. It is the intention of both parties that the undertakings of the two companies shall be managed as much as possible with a view to avoiding unnecessary expense conflicting control and a larger staff than necessary and it is the intention of both parties that the two companies shall as soon as possible enter into arrangements with that object by the institution of a joint committee.

10. Whenever it is found necessary in the interest of the public and for the due and efficient conduct and development of the traffic the subject of this agreement the Uxbridge Company shall at their own cost and expense convert their undertaking wholly or in part from a single to a double line of railway And in like manner the new Company shall when necessary at their own cost and expense likewise double their single line of railway wholly or in part and they shall respectively make or concur in any applications to Parliament for any additional powers or capital which may be required for that purpose The necessity for such duplication of lines the proper time for commencing and carrying out the same and the position and extent of the respective railways from time to time to be so doubled and all other matters incidental thereto shall failing agreement be settled by arbitration.

11. Neither the new Company nor the Uxbridge Company shall enter into any arrangement for sale lease or working of their respective lines with any other company or persons without the consent of the board of the other company.

12. All details in connexion with the subject-matter of this agreement or the traffic arrangements between the two companies shall be settled by agreement between the two companies or failing agreement shall be determined by arbitration in manner herein-after mentioned and any difference which may arise between the new Company or the Promoters thereof on the one hand and the Uxbridge Company on the other hand with regard to the true intent and meaning of this agreement or anything contained herein and anything herein-before agreed to be referred to arbitration shall be determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 which if the Promoters are a party to such difference shall be construed as though the Promoters were a railway company.

13. These articles of agreement shall be subject to such alterations as Parliament may think fit to make in them.

14. If these articles of agreement be not scheduled to and confirmed by the said Bill either of the two companies may at their own costs and charges

in the next or any subsequent session apply to Parliament for a confirmation of these articles of agreement and the other company shall give all aid in their power to the successful prosecution of such application.

In witness whereof the said Sir Francis Burdett Randolph Stewart and Robert James Hellard Tucker have set their respective hands and the said Uxbridge and Rickmansworth Railway Company have caused their common seal to be affixed hereunto the day and year first above written.

FRAS. BURDETT.
RANDOLPH STEWART.
R. J. H. TUCKER.

Signed by the above-named Francis Burdett in the presence of—

R. C. ANWYL
Solicitor
St. Stephen's Chambers Westminster.

Signed by the said Randolph Stewart and Robert James Hellard Tucker in the presence of—

P. BURDETT CUNNINGHAM,
St. Stephen's Chambers Westminster
Solicitor.

Ed. WICKHAM,
Secretary.

L.S.

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