ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

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Cap. clxxxiii.

An Act for establishing Railway Communication between *Bedford* and *Cambridge*, and for other Purposes. [6th *August* 1860.]

WHEREAS the Establishment of direct Railway Communication between *Bedford* and *Cambridge* by means of a Railway commencing by a Junction with the *Bletchley and Bedford* Branch of the *London and North-western* Railway at *Bedford*, having Junctions with the *Great Northern* Railway at *Sandy*, and terminating by a Junction with the *Eastern Counties* Railway at *Cambridge*, would be of public Advantage: And whereas the Persons in this Act named, with others, are willing, at their own Expense, to carry the Undertaking into effect: And whereas the *London and North-western* Railway Company (in this Act called "the *North-western* Company") are interested in the Undertaking, by reason of the Traffic which would be thereby brought upon their Railway, and otherwise, and it is expedient that they be authorized to contribute towards the Funds of the Company by this Act incorporated (in this Act called "the Company"), and to appoint Directors thereof, and to vote at Meetings thereof: And whereas it is expedient that the Company on the one hand, and the *North-western* Company, the *Great Northern* Railway Company, and the *Eastern Counties* Railway Company (in this Act called "the *Eastern Counties*

Company"), respectively, on the other hand, be authorized to enter into Arrangements with respect to the following Matters, or some of them, that is to say, the working of the Railway by this Act authorized, the Traffic of the Companies Parties to the Arrangements, the User of the Stations of the *North-western* Company at *Bedford* and of the *Eastern Counties* Company at *Cambridge*, and the Division and Apportionment of Tolls, Fares, Rates, and Charges arising from their respective Traffic: And whereas the Objects of this Act cannot be attained 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

I. This Act may for all Purposes be cited as "*Bedford and Cambridge* Railway Act, 1860."

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

II. "The Companies Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," (save so far as any of the Clauses or Provisions thereof respectively are by this Act expressly excepted or varied,) are respectively incorporated with this Act.

Same Meanings to Words in incorporated Acts as in this Act.

III. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Company incorporated.

IV. The Right Honourable *George John* Earl *De la Warr*, *Thomas Barnard*, *Charles Barnett*, *William Ekin*, *William Bartholomew Higgins*, *James Howard*, *Thomas St. Quintin*, *George Smith*, *Sidney Stanley*, *William Stuart*, *William Henry Whitbread*, and all other Persons and Corporations who have already subscribed or hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act 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 are by this Act incorporated by the Name of "The *Bedford and Cambridge* Railway Company," and by that Name shall be One 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 but subject to the Restrictions of this Act.

Capital.

V. The Capital of the Company shall be Two hundred and forty thousand Pounds in Twenty-four thousand Shares of Ten Pounds each.

VI. Two

Calls.

VI. Two Pounds a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls, and Two Thirds of the Amount of the Share shall be the utmost aggregate Amount of the Calls made in any One Year upon any Share.

Power to borrow on Mortgage.

VII. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Eighty thousand Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Two hundred and forty thousand Pounds is subscribed for, and One Half thereof is paid up, and the Company has proved to the Justice who is to certify, under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," that the whole of the Capital has been subscribed for *bonâ fide*, and is held by the Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Arrears may be enforced by Appointment of a Receiver.

VIII. The Mortgagees under this Act may enforce the Payment of the Arrears of Interest, or of Principal and Interest, due on their respective Mortgages, by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Ten thousand Pounds.

Interest not to be paid on Calls paid-up.

IX. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not 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."

Deposits for future Bills not to be paid out of Capital or Loan.

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

Application of Monies.

XI. All and every Part of the Money raised under this Act, whether by Shares or by borrowing, shall be applied only for Purposes authorized by this Act.

First Meeting.

XII. The First Ordinary Meeting of the Company shall be held within Nine Months after the passing of this Act.

XIII. The

Number of Directors.

XIII. The Number of Directors elected by the Shareholders shall be Twelve: Provided always, that the Company from Time to Time may reduce and increase the Number of Directors elected by the Shareholders, within the Limits of Twelve as the Maximum and Six as the Minimum.

Quorum.

XIV. The Quorum of a Meeting of the Directors shall be Five, unless the Number of Directors be reduced to Eight or fewer, when the Quorum of a Meeting of Directors shall be Three.

First Directors.

XV. *Thomas Barnard*, *William Ekin*, *William Bartholomew Higgins*, *James Howard*, *Thomas St. Quintin*, *George Smith*, *Sidney Stanley*, *William Stuart*, and *William Henry Whitbread* shall be Nine of the First Directors.

Qualification of Directors.

XVI. The Qualification of a Director elected by the Shareholders shall be the Possession in his own Right of Shares to the aggregate nominal Amount of Five hundred Pounds.

Election of Directors.

XVII. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting held after the passing of this Act, and at that Meeting the Shareholders present personally or by Proxy may either continue in Office the Directors appointed by this Act, or any of them, or the Meeting may elect a new Body of Directors, or so many Directors as are required to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election.

Newspaper for Advertisements.

XVIII. The Newspaper for Advertisements shall be any Newspaper published in the County of *Bedford*.

Power to make, &c. Railway according to deposited Plans.

XIX. Whereas Plans and Sections of the Railway showing the Direction, Lines, and Levels thereof, and Books of Reference thereto, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in or through which the same are intended to be made, have been deposited with the respective Clerks of the Peace for the Counties of *Bedford* and *Cambridge*: Therefore, subject to the Provisions of this Act, the Company may make and maintain the Railway herein-after mentioned, with all proper Works and Conveniences connected therewith, in the Direction and Lines and upon the Lands delineated on those Plans and described in those Books of Reference, and according to the Levels shown on those Sections, and may enter upon, take, and use such of those Lands as they think expedient for any of the Purposes of this Act: Provided always, that it shall not be lawful for the Company to make the North Branch shown on the said Plans as intended to be constructed in the Parish of *Sandy*.

XX. The

Power to purchase Railway between Potton and Great Northern at Sandy.

XX. The Company may purchase, compulsorily or otherwise, the existing Railway or Tramway shown on the deposited Plans and specified in the deposited Books of Reference thereto, commencing by a Junction with the *Great Northern* Railway at *Sandy* and terminating at *Potton*, and may appropriate and adapt the same for the Purposes of or in connexion with the Railway and Works by this Act authorized: Provided always, that nothing in this Act contained shall invalidate the Rights of the *Great Northern* Railway Company with respect to the said Railway or Tramway, or their Right to remove the same, or to require the Removal thereof pursuant to an Agreement entered into between the said last-mentioned Company and the late Captain *Peel*, by whom the said Railway or Tramway was constructed.

Powers for compulsory Purchases limited.

XXI. 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 after the passing of this Act.

Period for Completion of Works.

XXII. The Railway shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railway or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as is then completed.

Purchase of Lands for additional Stations, &c.

XXIII. The Company may purchase by Agreement, in addition to the Lands by this Act authorized to be purchased compulsorily, any Quantity of Land for the extraordinary Purposes specified in the "Railways Clauses Consolidation Act, 1845," not exceeding Ten Acres.

Railway authorized.

XXIV. The Railway by this Act authorized consists of,

First. A Railway in extension of the *Bletchley and Bedford* Branch or Line of the *London and North-western* Railway, and commencing by a Junction therewith in or near to the *Bedford* Passenger Station of the *London and North-western* Railway, in the Parish of *St. Mary* in the Town of *Bedford*, and terminating by a Junction with the *Eastern Counties* Railway at or near to the Bridge over that Railway in the Parish of *St. Andrew the Less* in the Town of *Cambridge*.

Secondly. A Railway to connect the first-described Railway with the *Great Northern* Railway, commencing from and out of the first-described Railway at a Point about Six Chains Southward of the the *Sandy* Station of the *Great Northern* Railway, and terminating by a Junction with that Railway at a Point thereon about Forty-three Miles and Seven Furlongs from *London*.

Provision as to Construction of a certain Part of the Railway herein named.

XXV. Unless it shall otherwise be agreed upon between the Company and the Mayor, Aldermen, and Burgesses of the Town of *Bedford*, the Company shall, in constructing the Railway between the Fifth and Seventh Furlongs of the First Mile thereof near and across the River *Ouse*, leave and for ever maintain Openings for the Passage of the Waters of not less Width than Two hundred and ten Feet in the whole, and in such Openings shall provide Two clear Waterways upon the Sites of the existing Channels of the River *Ouse*, each Waterway being not less than Thirty Feet in Width together with a Towing-path by the Side of each Waterway, such Towing-paths being each not less than Five Feet in Width; and in constructing the Railway between the Sixth and Seventh Furlongs of the Second Mile thereof near and across the said River, the Company shall leave and for ever maintain Openings for the Passage of the Waters of not less than One hundred and eighty Feet in the whole, and shall provide in such Openings One clear Waterway upon the Site of the existing Channel of the said River of not less than Thirty Feet in Width, together with a Towing-path not less than Five Feet in Width.

For Protection of the Navigation of the River Ouse.

XXVI. If at any Time after the Railway is completed any Injury or Damage is occasioned by the Railway or Works to the River *Ouse* or to the Navigation thereof, or to the Banks or Towing-paths thereof, or to the Lands or Buildings in the Town of *Bedford* on either Side of the River, the Company shall make good the Injury immediately after the Discovery thereof, and also make full Compensation to any Party or Public Body aggrieved by the Injury or Damage, and shall also execute such other Works for the Prevention of any Injury as are deemed necessary by the Engineer of the Mayor, Aldermen, and Burgesses of the Town of *Bedford* and the Engineer of the Company, or in case of their differing by an Umpire to be appointed by them, or in default of such Appointment then by an Umpire to be appointed by the Board of Trade.

For Protection of the GreatNorthern Railway Company.

XXVII. It shall not be lawful for the Company at any Time to construct or maintain the first-described Railway, or any Embankments or Works connected with the same, between the Road from *Bedford* to *Everton*, numbered 62. on the said Plans in the Parish of *Sandy* and the Property numbered 121. on the said Plans in the said Parish, or to appropriate or adapt the Railway or Tramway from *Sandy* to *Potton* as a Part of the Railway of the Company (except for the Purpose of removing the Rails and Permanent Way from off the Land of the *Great Northern* Railway Company), at a less Distance than Twenty-nine Feet from the Easternmost Rail of the *Great Northern* Railway, exclusive of the Width of any necessary Slopes between the same Railway and the Railway hereby authorized, so as to enable the *Great Northern* Railway Company to lay down, maintain, and

and work Two additional Lines of Railway on the Eastern Side of and parallel with their existing Main Lines of Railway; and the Company shall carry their Railway over the *Great Northern* Railway by a Bridge, to be constructed to the reasonable Satisfaction of the Engineer for the Time being of the *Great Northern* Railway Company, with Three Spans and with Piers of such Dimensions as shall be approved of by the said Engineer, and so as to permit Four Lines of Railway to be constructed and conveniently used under the said Bridge, One of such Four Lines to be on the East Side and the other of such Four Lines to be on the West Side of the Two existing Main Lines of Railway, and the said Bridge shall be maintained to the reasonable Satisfaction of the said Engineer: Provided always, that if during the Construction or during any Repair of the said Bridge the Use of the *Great Northern* Railway shall by reason thereof be interrupted and the free Passage of Engines and Carriages thereon be impeded, the Company shall pay to the *Great Northern* Railway Company Ten Pounds for every Hour during which such Interruption shall continue, besides indemnifying the same Company from any Damages or Compensation which they may be required to pay in consequence of the Delay arising from such Interruption.

Communication with GreatNorthern Railway to be made under the Direction of their Engineer.

XXVIII. The Communications between the Railway and the *Great Northern* Railway shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Great Northern* Railway Company, and they shall be maintained at the Expense of the Company, and in case of any Difference arising as to the Mode of effecting such Communications the same shall be determined by a Referee to be appointed, at the Cost of the Company, by the Board of Trade, on the Application of either Company.

As to Expense of Signals, Watchmen, &c.

XXIX. The *Great Northern* Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction hereby authorized between the Railway and the *Great Northern* Railway, and appoint and remove such Watchmen, Switchmen, or other Persons, as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the working and Management of such Signals and Conveniences, whether on the Land of the *Great Northern* Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *Great Northern* Railway Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incident current Expenses, shall, at the End of every Half Year, be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

XXX. Except

Not to take Lands, &c. of Great Northern Railway Company.

XXX. Except as is by this Act specially provided, nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to the *Great Northern* Railway Company, or to alter, vary, or interfere with their Railway or any of the Works thereof further or otherwise than is necessary for the convenient Junction and Inter-communication between the same and the Railway hereby authorized, and for the Construction of the Bridge over the *Great Northern* Railway and other Works hereby authorized, without the Consent in Writing of the *Great Northern* Railway Company first had and obtained.

Junctions with North-western and Eastern Counties Railways to be made in manner most approved.

XXXI. The several Junctions of the Railway with the *London and North-western* Railway and the *Eastern Counties* Railway, respectively, shall be effected by means of Junction Rails and Points of the Construction most approved and laid in the Manner most approved, and to the Satisfaction of the Engineer of the respective Company owning the Railway with which the respective Junction is made.

Works at Junctions with North-western and Eastern Counties Railways to be done to Satisfaction of Engineers.

XXXII. The Expense of the Junctions of the Railway with the *London and North-western* Railway and the *Eastern Counties* Railway, respectively, and of all requisite Works for effecting those Junctions respectively, and of all Repairs thereof respectively, shall be paid by the Company; and those Works shall, on every Occasion, be done in such Manner as not to injure those Railways respectively, and to the Satisfaction of the Engineer of the respective Company owning the Railway with which the respective Junction is made.

As to Expense of Signals, Watchmen, &c. at Point of Junction with the North-western Railway.

XXXIII. The *North-western* Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction hereby authorized between the Railway and the *North-western* Railway, and appoint and remove such Watchmen, Switchmen, or other Persons, as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the working and Management of such Signals and Conveniences, whether on the Land of the *North-western* Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *North-western* Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incident and current Expenses shall, at the End of every Half Year, be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

XXXIV. The

As to Expense of Signals, Watchmen, &c. at Point of Junction with Eastern Counties Company.

XXXIV. The *Eastern Counties* Company may from Time to Time erect such Signals and Conveniences incident to the Junction hereby authorized between the Railway and the *Eastern Counties* Railway, and appoint and remove such Watchmen, Switchmen or other Persons, as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the working and Management of such Signals and Conveniences, whether on the Land of the *Eastern Counties* Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *Eastern Counties* Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen and other Persons, and all incident and current Expenses, shall, at the End of every Half Year, be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Level Crossing.

XXXV. Subject to the Provisions of this Act, the Company may carry the Railway, with not exceeding One Line of Rails, so long as the Railway consists of a single Line of Railway, and not exceeding Two Lines of Rails if the Railway shall consist of more than a single Line of Railway, across and on the Level of the public Road numbered 48. in the Parish of *Sandy* on the deposited Plans.

As to shunting of Trains, &c. at level Crossing.

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

Company to erect Station or Lodge at Points of crossing, and abide by Rules, &c. of Board of Trade.

XXXVII. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or a Lodge at the Point where the Railway crosses the said Road on the Level; and the Company shall be subject to and abide by all such Rules and Regulations with respect to the crossing of such Road on the Level, or with respect to the Speed at which Trains shall pass such Road, as are from Time to Time made by the Board of Trade; and if the Company fail to erect or at all Times maintain any such Station or Lodge, or to appoint a proper Person to watch and superintend the Crossing at such Point or Station, or to observe or abide by any such Rule or Regulation, 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 the Offence is continued after the Penalty of Twenty Pounds is incurred.

Board of Trade may require a

XXXVIII. The Board of Trade, if it appear to them necessary for the Public Safety, may at any Time either before or after the Railway to be

Bridge to be erected instead of level Crossing.

be carried across the said Road on the Level is completed and opened for public Traffic, require the Company, within such Time as the Board of Trade direct, and at the Expense of the Company, to carry such Road either under or over the Railway by means of a Bridge or Arch instead of crossing it on the Level, or to execute such other Works as under the Circumstances of the Case appear to the Board of Trade best adapted for removing or diminishing the Danger arising from the level Crossing.

Dimensions of certain Bridges.

XXXIX. The Company may carry the Railway over the public Roads numbered respectively on the deposited Plans 67. in the Parish of *Potton* and 26. in the Parish of *Bourn* by Bridges the Span of which in each Case shall not be less than Twenty Feet.

Bond for Completion of Railway.

XL. Whereas pursuant to the Standing Orders of both Houses of Parliament and to an Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Seventeen thousand six hundred Pounds, being Eight *per Centum* upon the Amount of the Estimate in respect of the Railway authorized by this Act, has been deposited with the Court of Chancery with respect to the Application to Parliament for this Act: Therefore, notwithstanding anything contained in that Act, that Sum so deposited, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such a 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 that Act, or the Survivors or Survivor of them, unless the Company before the Expiration of the Period limited by this Act for the Completion of the Railway either open the Railway for the public Conveyance of Passengers or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half; and if that Period expire before the Company either have opened the Railway for the public Conveyance of Passengers or have given the Proof to the Satisfaction of the Board of Trade, the Sum so deposited and the Interest and Dividends thereof shall immediately from and after the Expiration of that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then 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: Provided, that at any Time after the passing of this Act, if a Bond in twice the Amount of that Sum so deposited be executed by the Company, with One or more Sureties (the Bond to be prepared to the Satisfaction of, and the Surety or Sureties to be approved, by the Solicitor to the Treasury), conditioned for Payment to Her Majesty, Her Heirs or Successors,

Successors, of the Sum so deposited if the Company do not within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half, and if the Bond be deposited with the Solicitor to the Treasury, then that deposited Sum of Money, and the Interest and Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed; and the Monies to be recovered upon the Bond shall be dealt with in like Manner as the deposited Sum of Money and the Interest or Dividends thereof would be dealt with under this Act if the Bond were not so executed and deposited; and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

XLI. The Company from Time to Time may demand and take in respect of the User of the Railway any Tolls not exceeding the following; (that is to say,)

Tonnage of Goods.

In respect of the Tonnage of Goods conveyed on the Railway:

Class 1. For all Compost, Dung, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repairs of Roads or Highways, One Penny a Ton a Mile; and if conveyed in Carriages belonging to the Company, an additional Halfpenny a Ton a Mile; and if propelled by an Engine belonging to the Company, an additional Halfpenny a Ton a Mile:

Class 2. For all Coal, Coke, Culm, Charcoal, and 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, One Penny Halfpenny a Ton a Mile; and if conveyed in Carriages belonging to the Company, an additional Halfpenny a Ton a Mile; and if propelled by an Engine belonging to the Company an additional Halfpenny a Ton a Mile:

Class 3. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, Twopence a Ton a Mile; and if conveyed in Carriages belonging to the Company, an additional Three Farthings a Ton a Mile; and if propelled by an Engine belonging to the Company, an additional Halfpenny a Ton a Mile:

Class 4. For all Cotton and other Wools, Drugs, manufactured Goods, Fish, and all other Wares, Merchandise, Articles, Matters, or Things, Threepence a Ton a Mile; and if conveyed in Carriages belonging to the Company, an additional Penny a Ton a Mile; and if propelled by an Engine belonging to the Company, an additional Halfpenny a Ton a Mile:

Class 5. For every Carriage of whatever Description, not being a Carriage adapted or used for travelling on a Railway, and not weighing more than One Ton, Fourpence a Mile; and if conveyed on a Truck or Platform belonging to the Company, an additional Twopence a Mile, and an additional Penny a Mile for any additional Quarter of a Ton which the Carriage weighs; and if propelled by an Engine belonging to the Company, an additional Halfpenny a Ton a Mile.

Tolls for Animals.

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, Threepence a Mile; and if conveyed in any Carriage belonging to the Company, an additional Penny a Mile; and if propelled by an Engine belonging to the Company, an additional Penny a Mile:

Class 7. For every Ox, Cow, Bull, or Neat Cattle, Twopence a Mile; and if conveyed in any Carriage belonging to the Company, an additional Halfpenny a Mile; and if propelled by an Engine belonging to the Company, an additional Halfpenny a Mile:

Class 8. For every Calf, Pig, Sheep, Lamb, or other small Animal, One Halfpenny a Mile; and if conveyed in a Carriage belonging to the Company, an additional Farthing a Mile; and if propelled by an Engine belonging to the Company, an additional Farthing a Mile.

Tolls for Passengers.

In respect of Passengers conveyed on the Railway, as follows:

For every Person Twopence a Mile; and if conveyed in any Carriage belonging to the Company, an additional Penny a Mile; and if propelled by an Engine belonging to the Company, an additional Penny a Mile.

Regulations as to Tolls.

XLII. The following Provisions and Regulations apply to the fixing of all the Tolls; (that is to say,)

For Persons, Animals, or Things conveyed on the Railway for a less Distance than Three Miles the Company may demand and take Tolls as for Three entire Miles:

For a Fraction of a Mile, the Company may for Passengers demand and take Tolls as for One Mile; and for Goods or Animals as for a Quarter of a Mile:

For a Fraction of a Ton, the Company may demand and take Tolls according to the Number of Quarters of a Ton in the Fraction; and if there be a Fraction of a Quarter of a Ton, the 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.

XLIII. With respect to small Packages not exceeding Five hundred Pounds in Weight and single Articles of great Weight, notwithstanding the Rates prescribed by this Act, the Company may demand and take any Tolls not exceeding the following; (that is to say,)

For the Carriage of small Parcels on the Railway as follows;

For any Parcel not exceeding Seven Pounds in Weight, Fourpence;

For any Parcel exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight, Sixpence;

For any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Ninepence;

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, One Shilling;

And for any Parcel exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight, the Company may demand any Sum they think fit:

Provided always, that Articles 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 that Term applies only to single Articles in separate Packages:

For the Carriage of single Articles of great Weight;

For the Carriage of any single Article the Weight of which including the Carriage exceeds Four Tons, but does not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence a Ton a Mile; and if conveyed in a Carriage belonging to the Company, an additional Sum not exceeding Sixpence a Ton a Mile; and if propelled by an Engine belonging to the Company, an additional Sum not exceeding Twopence a Ton a Mile:

For the Carriage of any single Article the Weight of which including the Carriage exceeds Eight Tons, the Company may demand and take any Sum they think fit.

Passengers Luggage.

XLIV. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twelve 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 Rates for Passengers.

XLV. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the User of the Railway and of Carriages and for locomotive Power, and every other Expense incidental to the Conveyance, shall not exceed the following Sums; (that is to say,)

For every Passenger conveyed in a First-class Carriage, Threepence a Mile:

For every Passenger conveyed in a Second-class Carriage, Twopence a Mile:

For every Passenger conveyed in a Third-class Carriage One Penny Halfpenny a Mile.

Maximum Rates for Goods.

XLVI. The maximum Rate of Charge to be made by the Company for the Conveyance of Animals and Things on the Railway, including the Tolls for the User of the Railway and of Carriages and for locomotive Power, and for every other Expense incidental to the Conveyance, shall not exceed the following Sums; (that is to say,)

For Goods in Class 1, Twopence a Ton a Mile:

For Goods in Class 2, Twopence Halfpenny a Ton a Mile:

For Goods in Class 3, Threepence a Ton a Mile:

For Goods in Class 4, Fourpence a Ton a Mile:

For a Carriage in Class 5, not weighing more than One Ton, Sixpence a Mile; and if weighing more than One Ton, an additional One Penny Halfpenny a Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton above One Ton:

For Animals in Class 6, Fourpence a Head a Mile:

For Animals in Class 7, Twopence Halfpenny a Head a Mile:

For Animals in Class 8, One Halfpenny a Head a Mile.

Restrictions as to Charges not applicable to Special Trains.

XLVII. The Restrictions with respect to the Charges to be made for Passengers shall not extend to any Special Train required to run upon the Railway, but apply only to the Express and Ordinary Trains from Time to Time appointed by the Company for the Conveyance of Passengers and Goods upon the Railway.

Company may take increased Charges by way of Agreement.

XLVIII. This Act or anything therein contained, shall not prevent the Company from taking any increased Charges over and above the Charges by this Act limited for the Conveyance of Animals or Things of any Description by Agreement with the Owners or Persons in charge thereof, or in respect of the Conveyance thereof, except small Parcels by Passenger Trains, or by reason of any special Service performed by the Company in relation thereto.

XLIX. The

Power for North-western Company to contribute towards Company's Undertaking.

XLIX. The *North-western* Company shall subscribe for or hold Shares of the Capital of the Company to the Amount of Seventy thousand Pounds, and if and when they so think fit may so subscribe or hold Shares to a further Amount not exceeding in the whole One hundred thousand Pounds, and for that Purpose may apply any Monies which by any of the Acts relating to the *North-western* Company they are authorized to raise by Shares or by borrowing, and the Application of which is not by those Acts or any of them otherwise prescribed, or which are not required for the prescribed Purposes.

Power for North-western Company to appoint Directors of Company.

L. The *North-western* Company, if and so long as they hold Shares of the Capital of the Company to the Amount of Twenty-five thousand Pounds at the least, may from Time to Time, if and when they so think fit, appoint One of their Directors to be a Director of the Company; and if and so long as they hold Shares of the Capital of the Company to the Amount of Fifty thousand Pounds at the least, they may from Time to Time, if and when they so think fit, appoint Two of their Directors to be Directors of the Company; and if and so long as they hold Shares of the Capital of the Company to the Amount of Seventy thousand Pounds at the least, they may from Time to Time, if and when they so think fit, appoint Three of their Directors to be Directors of the Company; and at the First General Meeting of the Company for the Appointment of Directors to be held after any such Appointment, the Director or Directors appointed by the *North-western* Company shall be a Director or Directors of the Company in the Place of a Director or Two or Three of the Directors of the Company then going out of Office by rotation.

Rotation of Directors so appointed.

LI. Every Director so appointed by the *North-western* Company shall retire from Office at the First Ordinary Meeting in every Year of the Company, unless the *North-western* Company appoint him for a shorter or a longer Period, and every such Director retiring from Office shall be re-eligible; and (except as is by this Act otherwise provided) every such Director shall have the same Powers and be subject to the same Provisions and Regulations as other Directors of the Company appointed by the Shareholders of the Company, but need not be a Shareholder of the Company.

Removal of such Directors.

LII. The *North-western* Company from Time to Time may remove any Director of the Company from Time to Time appointed by the *North-western* Company on their Behalf.

Supply of Vacancies in Office

LIII. If any Person appointed by the *North-western* Company to be a Director of the Company, by Writing under his Hand, resign,

or

of such Directors.

or be removed or die, every Vacancy in the Number of the Directors of the Company so occasioned may be supplied by the *North-western* Company by the Appointment, in accordance with this Act, of a Director of the *North-western* Company.

Powers of Directors not dependent on North-western Company appointing.

LIV. The Powers of the Directors of the Company are not dependent on there being in Office any Director or Directors appointed by the *North-western* Company.

Nominees of North-western Company to vote at Meetings of Company.

LV. The *North-western* Company, if and so long as they hold Shares of the Capital of the Company, from Time to Time may appoint any Person, whether or not a Shareholder of the *North-western* Company or of the Company, to vote on behalf of the *North-western* Company at General Meetings of the Company, and from Time to Time may revoke any such Appointment and appoint another Person in that Behalf, and the Person so from Time to Time appointed shall, during his Appointment and in respect of the Shares so from Time to Time held by the *North-western* Company, be entitled to be present and to take part in the Discussions and to vote at all General Meetings of the Company as if he were the Holder in his own Right of those Shares: Provided always, that no such Vote shall be given on behalf of the *North-western* Company when any Director appointed by them is in Office.

Instruments of Appointment and Removal of Directors and of Appointment and Revocation of Nominees.

LVI. Every Instrument of Appointment and Removal by the *North-western* Company of a Person to be a Director of the Company, and every Instrument of Appointment or Revocation by the *North-western* Company of a Person to vote at Meetings of the Company, shall be respectively in Writing, under the Hand of the Chairman of the *North-western* Company; and the respective Instrument shall be delivered by the *North-western* Company to the Company or their Secretary, and shall be kept by the Company with their Records, and shall at all reasonable Times be open to the Inspection and Transcription of all Persons interested.

Validity of such Instruments and Acts thereunder.

LVII. Until the contrary be shown, every Instrument purporting to be the Instrument of any such Appointment or Removal, or the Instrument of any such Appointment or Revocation respectively, and under the Hand of the Chairman of the *North-western* Company, and without Proof of the Appointment or Removal or the Appointment or Revocation respectively, having been duly authorized by the *North-western* Company, or of any other Matter, except the Signature thereto, shall be Evidence of the Appointment or Removal or of the Appointment or Revocation respectively purporting to be thereby made: Provided always, that notwithstanding it be afterwards discovered that there was some Defect in the Appointment of a Person to be a Director of the Company, or, as

the

the Case may be, to vote on behalf of the *North-western* Company, all his Acts as a Director of the Company, or, as the Case may be, his Votes on behalf of the *North-western* Company, and all Proceedings consequent thereon or relating thereto, shall be valid as if the respective Person had been duly appointed.

North-western Company to give Notice to Company of Appointment, &c. of Directors and Nominees.

LVIII. The Secretary of the *North-western* Company shall give Notice in Writing, to be sent by Post to or delivered at the Principal Office of the Company, of every Appointment, Removal, Revocation, Resignation, or Disqualification of any Person from Time to Time appointed to be a Director of the Company, or to vote on behalf of the *North-western* Company at General Meetings of the Company, and every such Notice shall be so given so soon as conveniently may be after the Event therein certified has occurred; and until the contrary be shown every such Notice shall, as between the Company and the *North-western* Company, be Evidence of the Fact thereby certified.

Power of North-western Company to appoint Directors to cease.

LIX. Provided always, That the Power of Appointment of Three Directors by this Act granted to the *North-western* Company shall be exercised only so long as that Company hold Shares of the Capital of the Company to the Amount of Seventy thousand Pounds, and that the Power of Appointment of Two Directors by this Act granted to the *North-western* Company shall be exercised only so long as that Company hold Shares of the Capital of the Company to the Amount of Fifty thousand Pounds, and that the Power of Appointment of One Director by this Act granted to the *North-western* Company shall be exercised only so long as that Company hold Shares of the Capital of the Company to the Amount of Twenty-five thousand Pounds; and if at any Time the *North-western* Company cease to hold Shares of the Capital of the Company to the Amount of Seventy thousand Pounds but continue to hold Shares of the Capital of the Company to the Amount of Fifty thousand Pounds Two Directors only appointed by them shall be qualified to sit or act as Directors of the Company and the other Director (if Three have been appointed) shall cease to be a Director of the Company, and the *North-western* Company shall select which Two of the Three Directors appointed by them shall continue in Office; and if at any Time the *North-western* Company cease to hold Shares of the Capital of the Company to the Amount of Fifty thousand Pounds, but continue to hold Shares of the Capital of the Company to the Amount of Twenty-five thousand Pounds, One Director only appointed by them shall be qualified to sit or act as a Director of the Company, and the other Director (if Two have been appointed) shall cease to be a Director of the Company, and the *North-western* Company shall select which of the Two Directors appointed by them shall continue in Office; and if at any Time the *North-western* Company cease to hold Shares of the Capital of the Company to the Amount of Twenty-

five thousand Pounds, no Director appointed by them shall any longer be qualified to sit or act as a Director of the Company; and the Company may elect another Director in the Place of every Director appointed by the *North-western* Company and becoming disqualified by virtue of this Enactment.

Joint Committee of Directors.

LX. The Directors or Director of the Company from Time to Time appointed by the *North-western* Company, and so many other Directors of the Company to be from Time to Time named for the Purpose by the Company (or if and when they fail so to do to be named by the *North-western* Company) as are necessary to make up the Number of the Members of the Committee to Five, shall be a Committee, with a Quorum of Three, and with Power to exercise the Powers of the Company with respect to the Acquisition of Lands and the Execution of Works, and with the Control of the Expenditure of all Monies for those Purposes and of all incidental Matters; and such Committee shall have the like Powers, Authorities, and Indemnities for the Purposes of their Appointment, as if they were a Committee of the Directors of the Company appointed by those Directors.

Power for Company and the North-western and Eastern Counties Companies to agree for Purposes authorized.

LXI. The Company on the one hand, and the *North-western* Company, the *Great Northern* Railway Company, and the *Eastern Counties* Company, or any or either of them, on the other hand, according to their respective Estates, Rights, and Interests, from Time to Time may enter into such Agreements for any of the Purposes for which they respectively are by this Act authorized to enter into Agreements as they respectively from Time to Time think fit.

Purposes for which the Agreements may be made.

LXII. The Purposes for which Agreements may from Time to Time be entered into between the Company on the one hand, and the *North-western* Company, the *Great Northern* Railway Company and the *Eastern Counties* Company, or any or either of them, on the other hand, include the following Purposes, (that is to say,)

First. The working by the *North-western* Company and the *Great Northern* Railway Company, or either of them, with their Engines and Carriages, of the Traffic on the Railway, or any Part thereof:

Secondly. The Interchange of Traffic between the Railway and the *London and North-western* Railway, the *Great Northern* Railway, and the *Eastern Counties* Railway respectively:

Thirdly. The forwarding of Traffic on the Railway and the *London and North-western* Railway, the *Great Northern* Railway, and the *Eastern Counties* Railway respectively:

Fourthly. The User by the contracting Companies respectively of the Stations at *Bedford* and at *Cambridge* respectively of the *North-western* Company and the *Eastern Counties* Company respectively:

Fifthly.

Fifthly. The Division and Apportionment between the Company and the *North-western* Company, the *Great Northern* Railway Company, and the *Eastern Counties* Company respectively of the Tolls, Fares, Rates, Charges, and Profits arising from such Traffic:

Sixthly. The Appointment and Regulation of any Joint Committee of Directors of the Company and Directors of the *North-western* Company, the *Great Northern* Railway Company, and the *Eastern Counties* Company, or any or either of them, for carrying into effect any Agreements so entered into:

Seventhly. The renewing or modifying of any Agreements so entered into.

Restrictions on Agreements between Company and the North-western and Eastern Counties Companies.

LXIII. No such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Fares, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized to demand and receive from any Person or any other Company; but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the User and Benefit of the Railways to which the respective Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, and Charges, as they would be if the Agreement were not made.

No Agreement valid without Sanction of Shareholders.

LXIV. No Agreement which shall hereafter be entered into for any of those Purposes, nor any Modification of any such Agreement, shall, so far as the Terms and Conditions thereof are not authorized by "The Railways Clauses Consolidation Act, 1845," or by any other General Statute or Law from Time to Time in force with respect to the Companies Parties to the Agreement, have any Operation unless and until it be sanctioned by not less than Three Fifths of the Votes of the Shareholders of every Company Party thereto, present personally or by Proxy at a General Meeting of the respective Company specially convened for the Purpose.

How Meetings are to be called.

LXV. Every Special Meeting for the Purpose of considering any Agreement under this Act shall be called by 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 requiring to be served by the Company upon the Shareholders, and also by Advertisement inserted once in each of Two consecutive Weeks in a Newspaper published in the County of *Bedford*, and the last of such Advertisements shall be published not less than Seven Days before such Meeting.

Public Notice to be given of

LXVI. Before the said Companies shall enter into any such Agreement as aforesaid, they shall give Notice of their Intention to enter into such

Intention to enter into or alter any such Agreement.

such Agreement, in a Form to be approved by the Board of Trade, inserted once in each of Three successive Weeks in some Newspaper or Newspapers published or circulating in each of the Counties of *Bedford* and *Cambridge*, 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.

Approval of Board of Trade.

LXVII. No such Agreement shall have any Operation until it be approved by the Board of Trade, and the Board of Trade shall not approve any such Agreement without being satisfied of its having received such Sanction of Shareholders as is by this Act required.

Agreements between Companies may be modified by Board of Trade.

LXVIII. Provided always, That at the Expiration of the first or any subsequent Period of Ten Years after the making of any such Agreement or of any Modification of any such Agreement, the Board of Trade may, if they think fit, cause the same to be revised, and the Board of Trade shall have Power to modify the Agreement in such Manner as the Board may think necessary, and to declare the Modification made by them to be Part of such Agreement, and the same shall be read and take effect accordingly.

Confirmation of Agreement.

LXIX. The Agreement set forth in the Schedule to this Act between the *North-western* Company and certain Persons acting as Promoters of the Company is by this Act confirmed, and shall be obligatory on those Two Companies, and may and shall be carried into effect according to the Terms, Conditions, and Intent thereof.

Joint Committee for Purposes of Agreements.

LXX. The Companies Parties to any such Agreement, may in accordance therewith and for the Purposes thereof, appoint a Joint Committee, composed of such Number of the Directors of those Companies respectively as those Companies think proper, and from Time to Time may alter, vary, and renew the Joint Committee as Occasion requires, and may regulate the Proceedings of the Joint Committee, and may delegate to the Joint Committee all such Powers as those Companies respectively think necessary for carrying into effect the Purposes of the Agreement; and every Joint Committee so appointed shall have and may exercise the Powers so from Time to Time delegated to them in like Manner as those Powers might be had and exercised by those Companies respectively or their respective Directors.

Tolls for Traffic partly on North-western Railway

LXXI. For the Purpose of ascertaining the Toll, Fare, Rate, or Charge payable in respect of any Person, Animal, or Thing conveyed in accordance with this Act by the *North-western* Company partly on their Railway and partly on the Railway, the Distance traversed on both Railways

Railways shall be reckoned as if they formed One continuous Railway; and if the entire Distance so traversed is less than Six Miles the *North-western* Company may take Tolls, Fares, Rates, and Charges as for the like Distance on their own Railway. and partly on Railway.

LXXII. For the Purpose of ascertaining the Toll, Fare, Rate, or Charge payable in respect of any Person, Animal, or Thing conveyed, in accordance with this Act, by the *Great Northern* Railway Company partly on their Railway and partly on the Railway, the Distance traversed on both Railways shall be reckoned as if they formed One continuous Railway, and if the entire Distance so traversed is less than Six Miles the *Great Northern* Railway Company may take Tolls, Fares, Rates, and Charges as for the like Distance on their own Railway. Tolls for Traffic partly on GreatNorthern Railway and partly on Railway.

LXXIII. Except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of the *North-western* Company or of the *Eastern Counties* Company. Saving Rights of Companies.

LXXIV. This Act or anything therein shall not exempt the Railways to which this Act relates 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 the Revision and Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges by this Act authorized, or of the Rates for small Parcels thereby authorized. Railways not exempt from Provisions of present and future General Acts.

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

The SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made the Third Day of May, in the Year of our Lord One thousand eight hundred and sixty, between the London and North-western Railway Company (herein-after called the North-western Company) of the one Part, and William Henry Whitbread, of Southill, in the County of Bedford, Esquire; the Right Honourable George John Earl De La Warr, of Bourn, in the County of Cambridge; William Stuart, of Kempston, in the County of Bedford, Esquire, M.P.; Thomas Barnard, of Cople House, in the County of Bedford, Esquire; and William Ekin, of Cambridge, Esquire; on behalf of themselves and the other Promoters of the Bedford and Cambridge Railway (herein-after called "the Promoters"), of the other Part: Whereas Railways have been constructed between the City of Oxford and Bedford, and it would be attended with Advantage to the Public if a Connexion by Railway were completed from Bedford to Cambridge, so as to form an uninterrupted Railway Communication between the Eastern and Western Counties of England, viâ Oxford, Bedford, and Cambridge: And whereas the Promoters have deposited Plans and Sections, and are applying to Parliament for an Act of Incorporation, enabling them to make and maintain a Railway commencing by a Junction with the Bletchley and Bedford Branch of the London and North-western Railway at Bedford, and terminating by a Junction with the Eastern Counties Railway at Cambridge: And whereas the proposed Capital of the intended Company is adapted for the Construction of a single Line of Railway only, but the intended Company may hereafter be authorized to raise further Capital with a view to making a double Line of Railway, or otherwise extending their Works: And whereas the Parties hereto have determined to enter into the Agreement herein-after appearing: Now, therefore, these Presents witness, that in pursuance of that Determination, and in consideration of the Premises, and for the Considerations herein-after appearing, the London and North-western Railway Company do hereby covenant with the Promoters, and the Promoters do hereby covenant with the London and North-western Railway Company, as follows; (that is to say,)

ARTICLE 1.—The Expression "the Railway" wherever herein-after employed shall mean and include the intended Railway as authorized by the intended Act, and the Stations, Works, and Conveniences connected therewith. The Word "Traffic" wherever herein-after employed shall, where the Context permits, mean and include all Passenger, small Parcel, Animal, Goods, Mineral, and other Traffic whatsoever, whether local or through, and also Mails, to be conveyed by the North-western Company on the Railway, or any Part thereof.

ARTICLE 2.—The intended Company shall in due Time after the passing of the intended Act for the Bedford and Cambridge Railway, make and complete the Railway with a single Line of Railway on the Narrow Gauge, with proper and sufficient Sidings and Turn-out and Passing Places, and with proper and sufficient Stations, Station Houses, Station Fixtures, Fittings and Furniture, Sheds, Cranes, Water Tanks, Signals, and all other necessary or proper Works and Conveniences, and with proper and sufficient Dwelling Houses at level Crossings

Crossings where necessary, but with Land and Bridges over the Railway sufficient for a double Line of Railway, and so that the Railway shall, at the latest by the Time limited by the Act, be approved by the Government Inspector of Railways as being in all respects fit to be opened and used for public Traffic; and the Contract or Contracts for the Execution of the Railway and the Works and Conveniences thereof shall contain the usual Provision for the Maintenance thereof by the Contractors for One Year after the Completion thereof respectively.

ARTICLE 3.—If required so to do by the North-western Company at any Time after the Expiration of Three Years after the opening of the Railway for public Traffic the intended Company will, upon Request in Writing to that effect from the North-western Company according to Article 24., and if and when the Funds of the intended Company necessary for this Purpose are raised, lay down and complete, to the reasonable Satisfaction of the Engineer of the North-western Company, an additional Line of Rails on the Narrow Gauge upon the whole or any Part of the Railway, with all proper and sufficient Sidings and Turn-out and Passing Places, and all proper Stations and other such Works and Conveniences as are specified in Article 2. of this Agreement.

ARTICLE 4.—Before the opening of the Railway for public Traffic, the intended Company shall, to the reasonable Satisfaction of the Engineer of the North-western Company, make all such Arrangements as shall be proper and sufficient for enabling the North-western Company on and after the opening of the Railway for public Traffic, to use the Railway according to this Agreement.

ARTICLE 5.—On and for ever after the opening of the Railway for public Traffic, the North-western Company may and will, with Engines and Carriages, use the Railway and the Works and Conveniences thereof for the Purposes of all Traffic thereon as they are and from Time to Time may be authorized or permitted by the intended Act and "The Railways Clauses Consolidation Act, 1845," and any and every other Act from Time to Time in force and applicable in that Behalf; and the intended Company shall, to the reasonable Satisfaction of the Engineer of the North-western Company, afford to the North-western Company all such Accommodation and Facilities as shall be proper and sufficient for the safe and convenient User by them of the Railway and every Part thereof, and the Reception, Conveyance, and Delivery of Traffic.

ARTICLE 6.—If at any Time after the opening of the Railway for public Traffic additional Sidings or other Works are requisite for the due Development or the safe and convenient Reception, Conveyance, or Delivery of Traffic, the same shall, as and when required, according to Article 24. by the North-western Company, be provided by and at the Expense of the intended Company, who shall provide and complete the same to the reasonable Satisfaction of the Engineer of the North-western Company: Nevertheless the total Cost of such additional Sidings or other Works shall not exceed the Sum of Ten thousand Pounds, exclusive of any Expenditure for the Public Safety consequent on any Requirement of the Board of Trade.

ARTICLE 7.—On and for ever after the opening of the Railway for public Traffic, the North-western Company will, at their Expense, work the Railway and convey Traffic thereon in a proper Manner, and so as fairly to develop the Traffic of the District to be served by the Railway, and will run not less than

Four

Four Trains a Day with Passenger Carriages each Way between Bedford and Cambridge, and not less than Two Trains a Day with Passenger Carriages each Way between Oxford and Cambridge (Sundays and close Holidays excepted).

ARTICLE 8.—The North-western Company will, at their Expense, provide and employ all Station Masters, Booking Clerks, Porters, Engine Drivers, Guards, Watchmen, Workmen, and Servants, and all other Officers of the intended Company, except the Secretary, who shall be appointed and paid by the Directors of the intended Company; and will provide all such locomotive Power, Engines, Carriages, Trucks, and Rolling Stock, Plant, Stores, Materials, and Labour as shall be proper and sufficient for the Working and User of the Railway by the North-western Company, and the Reception, Conveyance, and Delivery by them of Traffic thereon; and the intended Company shall not be bound to employ or provide any such Persons or Things.

ARTICLE 9.—So far as from Time to Time lawfully may be the North-western Company shall, on and for ever after the opening of the Railway for public Traffic, have, exercise, and enjoy, for the Purposes of the User by them of the Railway and the Works and Conveniences thereof, all the Rights, Powers, Authorities, and Privileges whatsoever of the intended Company with respect to the Regulation, Management, and User of the Railway and the Traffic thereon, and as fully and effectually as if the Railway were Part of the London and North-western Railways.

ARTICLE 10.—The intended Company shall (so far as they lawfully can) abstain from doing or concurring in anything which might directly or indirectly interrupt, impede, interfere with, or in any way disturb the User or quiet Enjoyment by the North-western Company of any of the Powers and Privileges intended to be secured to them by this Agreement.

ARTICLE 11.—As regards the Conveyance of Mails, Troops, or Police, or any other Traffic (if any) which the intended Company may from Time to Time be lawfully called on to convey on the Railway or any Part thereof, the North-western Company will from Time to Time so far as they lawfully can convey the same.

ARTICLE 12.—On and after the Expiration of One Year after the Completion of the Railway it shall be kept in thorough Repair and maintained in good Working Order and Condition by the North-western Company at their Expense.

ARTICLE 13.—The North-western Company will, in the Exercise of their Rights and Privileges under this Agreement, in all respects duly perform and observe the several Provisions with respect to the User of the Railway and to the Traffic thereon contained in the Act or Acts from Time to Time in force with respect to the Railway, and will at all Times fully and freely indemnify and save harmless the intended Company from and against all Penalties, Forfeitures, Losses, Damages, Costs, Charges, and Expenses, Claims and Demands whatsoever in any way occasioned or incurred by or by reason of any Act or Default of the North-western Company, or any of their Directors, Agents, Officers, or Servants, in relation to the User by the North-western Company of the Railway or any Part thereof, or to any Traffic thereon.

ARTICLE 14.—The North-western Company will bear and pay all Outgoings and Expenses relating to the User by them of the Railway, and the Reception, Conveyance, and Delivery by them of the Traffic thereon.

ARTICLE 15.—The total Amount of the following Sums shall from Time to Time be carried to the Credit of a joint Account for the Purpose of the Division and Apportionment thereof according to this Agreement; (that is to say,)

First. All the Tolls, Fares, Rates, and Charges from Time to Time receivable by the intended Company in respect of the Railway from any Company or Person other than the North-western Company; such Tolls Fares, Rates, and Charges, (whatsoever the Amount actually received by the intended Company) to be for the Purposes of these Presents, except where otherwise agreed between the Company and the North-western Company under their respective Seals, calculated at the Maximum authorized by the said intended Act.

Secondly. Fifty per Centum of the total Amount of all Fares, Rates, and Charges, after Deduction of the Amount allowed from the Tolls received on the Railway according to the Provisions of this Act which under the Arrangement of the Clearing House shall be allowed to the North-western Company under the Head of Clearing House Terminal Charges elsewhere than on the Railway of the intended Company, which are from Time to Time actually received by the North-western Company for Traffic on the Railway.

Thirdly. Fifty per Centum of an equal Mileage Proportion in respect of the Railway of the total Amount of all Fares, Rates, and Charges, less Clearing House Terminal Charges (except Station to Station Terminals in respect of the Railway), which are from Time to Time actually received by the North-western Company for Traffic, partly on the Railway and partly on any other Railway or Railways.

Fourthly. Seventy-five per Centum of the Fares, Rates, and Charges (less Clearing House Terminal Charges) which are from Time to Time received by the North-western Company in respect of any Part of the London and North-western Railway for all Traffic wherever arising, which is from Time to Time carried by the North-western Company alone over the Railway or any Part thereof, and which passes from the Railway to or over and beyond any Part of the London and North-western Railways.

ARTICLE 16. The gross Amount from Time to Time carried to the Credit of the joint Account shall be liable to the following Payments thereout, and the Accounts thereof shall be kept accordingly; (that is to say),

First. There shall be paid or accounted for to the North-western Company half-yearly a Sum equal to Fifty per Centum of the Tolls, Rates, Fares, and Charges from Time to Time receivable by the intended Company from any Company or Person other than the North-western Company, as specified under the First Head of Article 15. of this Agreement, calculated as therein expressed.

Secondly. There shall be paid or accounted for to the intended Company all necessary and reasonable Expenses and Outgoings to which they shall be liable in respect of the Railway, save and except such Expenses and Outgoings as are by these Presents agreed to be borne and paid by the North-western Company, or which the North-western Com-

pany shall be willing and offer to bear or pay, but the total Amount to be so paid or accounted for not to exceed Five hundred Pounds a Year.

Thirdly. There shall be paid or accounted for to the intended Company half-yearly such a Sum as shall be sufficient for the Payment of any Chief Rent or Rents not exceeding in the whole One thousand Pounds a Year, payable by the intended Company as Compensation for Land taken by them, and of the Interest on their Debenture Debt at a Rate not exceeding Five Pounds per Centum per Annum (less Income Tax) on an Amount not exceeding One hundred thousand Pounds, and of Dividend on their Share Capital at the Rate of Four Pounds Ten Shillings per Centum per Annum (less Income Tax) on an Amount not exceeding Three hundred thousand Pounds, less Twenty Years Purchase of the Chief Rent or Rents, if any, subject nevertheless to the Provisions of Article 24. of this Agreement and to the other Provisions herein-after contained.

Fourthly. There shall be paid or accounted for to the intended Company such a Sum (if any) as One Moiety of the Sum actually received by the Company from any Company or Person other than the North-western Company, or which may have been paid by the Company to the joint Account as first specified in Article 15., with the Sums to be carried to the Credit of the joint Account as secondly and thirdly specified in that Article, exceeds the Total of the Sums payable as secondly and thirdly specified in this Article.

Fifthly. The Residue from Time to Time of the Amount carried to the Credit of the joint Account shall be payable to the North-western Company.

ARTICLE 17.—The Payments to be made thirdly out of the joint Fund shall fall due on the Thirtieth Day of June and the Thirty-first Day of December in every Year; but if the Railway shall be opened for public Traffic on any Day other than the First Day of January or the First Day of July then the first of such half-yearly Payments shall be proportioned to the broken Half Year.

ARTICLE 18.—All the Payments to be made out of the joint Fund shall be made to the intended Company and the North-western Company respectively in the Order specified in Article 16., and in the Months of February and August in every Year.

ARTICLE 19.—If and whenever either of the Two Companies, instead of paying any Sum to the joint Account which would be payable thereout to the other Company, shall pay the same to them, then in the Accounts relating to the joint Fund the Company making the Payment shall be credited accordingly with the Sum so paid, and the Company receiving the Payment shall be debited accordingly therewith.

ARTICLE 20.—All superfluous Lands of the intended Company after the Completion of their Works shall be sold, and the net Proceeds thereof shall be applied in Reduction of the Debenture Debt of the intended Company.

ARTICLE 21.—Each of the North-western Company and the intended Company will keep all such Accounts and Vouchers as shall be proper and sufficient

sufficient for the Purposes of this Agreement, which Accounts and Vouchers shall be open at all reasonable Times to the Inspection and Transcription of the Directors and Agents of the Two Companies respectively, and the Two Companies respectively will afford to each other all proper and sufficient Facilities for such Inspection and Transcription, and each of the Two Companies will, whenever thereunto reasonably required by the other of them, duly verify the Accounts.

ARTICLE 22.—The North-western Company will, as regards all Traffic conveyed by them on the Railway or any Part thereof, and also on any Part of the London and North-western Railways, so apportion the Fares, Rates, and Charges for the Traffic as that an equal Mileage Proportion thereof, after deducting the usual Clearing House Terminal Charges (except Station to Station Terminals in respect of the Railway), shall be attributed to the Railway and will keep the Accounts relating to the Traffic so as to show clearly the Apportionment and the Fairness thereof: Provided, that no Traffic shall be considered as within the Meaning of this Article which shall be conveyed over any Part of the Railway by any Company or Person other than the North-western Company.

ARTICLE 23.—Each of the North-western Company and the intended Company will on or before the Twenty-eighth Day of February and the Thirty-first Day of August in every Year, transmit to the other Company an accurate Account of all the Traffic and Tolls, Fares, Rates, and Charges in respect of which Sums are to be carried by them respectively to the Credit of the joint Account.

ARTICLE 24.—Provided always, That the total Amount expended by the intended Company for all Purposes (whether raised by Shares or Loans or otherwise) as to which the Provisions of Article 16. of this Agreement as to Expenditure by them or Payments out of the joint Account apply, shall not, for the Purposes of this Agreement, be deemed as against the North-western Company or, with reference to their Interest in the joint Account, to exceed Two hundred and forty thousand Pounds, or such greater Sum not exceeding Three hundred thousand Pounds as, in case of Difference between the Two Companies, shall be determined by Arbitration to have been properly and necessarily incurred; but any Expenditure beyond either of those Amounts made at the Request of the North-western Company, signified in Writing under the Hand of the Chairman of their Directors or their Common Seal, shall, as against the North-western Company, and with reference to their Interest in the joint Account, be deemed to have been properly incurred. In case of any Chief Rent or Rents being granted by the Company, as mentioned in Article 16., the Sum of Two hundred and forty thousand Pounds or (as the Case may be) Three hundred thousand Pounds, or other the Maximum fixed by this Article, shall be considered as reduced by Twenty Years Purchase of the Chief Rent or Rents.

ARTICLE 25.—In any Case in which any Difference arises between the North-western Company and the intended Company touching the true Intent or Construction of this Agreement, or touching anything to be done, suffered, or omitted in pursuance of this Agreement, or touching any of the Incidents or Consequences of this Agreement, or touching any Breach or Nonfulfilment or alleged Breach or alleged Nonfulfilment of this Agreement, or touching any Liability, Damages, Losses, Costs, or Expenses by reason of any such Breach or Nonfulfilment

fulfilment or alleged Breach or alleged Nonfulfilment, or touching any Claim or Demand relating to any such Liability, Damages, Losses, Costs, or Expenses or otherwise relating to the Premises, every such Difference shall be referred to and determined by Arbitration according to the Provisions of "The Railway Companies Arbitration Act, 1859."

In Witness whereof the London and North-western Railway Company have hereunto caused their Common Seal to be affixed, and the said William Henry Whitbread, George John Earl De La Warr, William Stuart, Thomas Barnard, and William Ekin have hereunto also set and affixed their Hands and Seals the Day and Year first above written.

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