ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

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Cap. cxci.

An Act to authorize the *Edgware, Highgate, and London* Railway Company to construct a short Line of Railway to connect their Railway with the *Tottenham and Hampstead Junction* Railway; and for other Purposes. [29th *June*, 1865.]

WHEREAS by "The *Edgware, Highgate, and London* Railway Act, 1862," the *Edgware, Highgate, and London* Railway Company were incorporated for the making of a Railway from the *Great Northern* Railway through *Highgate*, *Finchley*, and *Hendon* to *Edgware*, and by an Act passed in the last Session of Parliament the Company were authorized to extend their Railway to the *Alexandra Park:* And whereas it is expedient that the Company should be empowered to connect their Railway with the authorized *Tottenham and Hampstead Junction* Railway by constructing the short Junction Railway herein-after described: And whereas Plans and Sections of the proposed Railway with a Book of Reference to the Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands which will or may be required for the Purposes of the Railway, have been deposited with the Clerk of the Peace for the County of *Middlesex:* And whereas it is expedient that the *Great Northern* Railway

25 & 26 Vict. c. xlvi.

The Edgware, Highgate, and London (Junction) Railway Act, 1865.

Railway Company should have Power to subscribe to the Railway hereby authorized, and that they should be empowered to work the said Railway: And whereas the *Great Northern* Railway Company have, as they were authorized by Parliament, subscribed for a large Amount of the Capital of the Company, and have agreed to work the Railways of the Company, and it is expedient that Power should be given for the Transfer of the said Railways to the said *Great Northern* Railway Company: And whereas the Objects aforesaid cannot be accomplished without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. This Act may be cited for any Purpose as "The *Edgware, Highgate, and London* (*Junction*) Railway Act, 1865."

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

2. "The Railways Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and Parts I., III., and V. of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act.

Interpretation of Terms.

3. The following Words and Expressions shall in this Act have the Meanings hereby assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the Company" shall mean "the *Edgware, Highgate, and London* Railway Company:"

The Expression "the Railway" shall mean the Railway and the Works connected therewith by this Act authorized to be constructed.

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

4. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Power to raise additional Capital by new Shares.

5. The Company may from Time to Time raise (in addition to the Sums of Money which they are authorized to raise) any further Sums not exceeding in the whole Seventy-two thousand Pounds, by the Creation of new Ordinary Shares and new Preference Shares, or, at the Option of the Company, by either of those Modes, which Shares shall form Part of the general Capital of the Company.

6. It

Shares not to issue until One Fifth paid up.

6. It shall not be lawful for the Company to issue any such Share, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share is paid up in respect thereof.

Dividends on new Shares.

7. The Proprietors of any new Shares created under the Powers of this Act shall in respect of the same (except as otherwise provided by or under the Powers of this Act) be entitled to a Dividend with the other Shareholders proportioned to the Amount for the Time being paid up on such Shares.

Votes of Proprietors of new Shares.

8. The Proprietors of any new Shares created under the Powers of this Act shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if such Shares had been original Shares in the Company.

Power to borrow on Mortgage.

9. The Company may from Time to Time under the Powers of this Act borrow on Mortgage beyond the Sum now authorized to be borrowed by them any additional Sum of Money not exceeding Twenty-four thousand Pounds, but no Part of that Sum shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by new Shares is *bonâ fide* subscribed for or taken, and One Half thereof is paid up, and until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such additional Capital has been subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers and their Assigns are legally liable for the same, and that all the Shares have been issued and Twenty *per Centum* at least paid up on each separate Share, and that One Half of the additional Capital has been paid up, of which Proofs having been given, the Certificate of such Justice under that Section shall be sufficient Evidence.

Existing Mortgages to have Priority.

10. Provided always, That all Mortgages granted by the Company before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages have Priority over any Mortgages to be created by virtue of this Act.

Application of Sums raised under this Act.

11. All and every Part of the Monies which the Company are by this Act authorized to raise by new Shares or Mortgage shall be applied only to the Purposes authorized by this Act.

Parts of 8 & 9 Vict. c. 16. and

12. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," "with respect to the Distribution of the Capital

26 & 27 Vict. c. 118. incorporated.

Capital of the Company into Shares," "with respect to the Transfer or Transmission of Shares," "with respect to the Payment of Subscriptions and Means of enforcing the Payment of Calls," "with respect to the Forfeiture of Shares for Nonpayment of Calls," "with respect to the Remedies of Creditors of the Company against the Shareholders," "with respect to the borrowing of Money by the Company on Mortgage or Bond," "with respect to the Conversion of the borrowed Money into Capital," "with respect to the Consolidation of Shares into Stock," and "with respect to affording Access to the Special Act by all Parties interested," and Part 2 (relating to additional Capital) of "The Companies Clauses Act, 1863," shall be incorporated with this Act, and shall apply to all Shares created and to Mortgages granted and Monies borrowed under the Powers of this Act.

Power to Great Northern Railway Company to subscribe, and to apply Funds for that Purpose.

13. It shall be lawful for the *Great Northern* Railway Company from Time to Time to subscribe any Sum which they think fit, not exceeding Fifty thousand Pounds, towards the Undertaking hereby authorized, and the said Company may, with the Authority of Three Fifths of their Shareholders present, personally or by proxy, at a General Meeting specially convened for the Purpose, contribute and apply in Payment of their said Subscription any Monies which they are already authorized to raise and which may not be required by them for the Purposes of their Undertaking, and also any Monies which they are by this Act authorized to raise; and the said Company shall, in respect of the Sums to be subscribed and the corresponding Shares in the Company to be held by them, have all the Powers, Rights, and Privileges (except in regard to voting at General Meetings, which shall be as herein-after provided), and be subject to all [the Obligations and Liabilities of Proprietors of Shares in the Company: Provided always, that it shall not be lawful for the said Company to transfer any of the said Shares in respect whereof further Capital shall have been raised by them under this Act.

Power to Great Northern Company to raise Money by the Creation of Shares or Stock.

14. It shall be lawful for the *Great Northern* Railway Company from Time to Time to raise for the Purposes of their said Subscription any Sums of Money, not exceeding in the whole the Amounts which the Company may as aforesaid from Time to Time agree to subscribe, by the Creation and Issue of new Ordinary Shares or Stock and new Preference Shares or Stock in their Capital, or at the Option of the said Company, by any or either of those Modes, and Part 2 (relating to additional Capital) of "The Companies Clauses Act, 1863," shall extend and apply to the additional Capital so authorized to be raised by the said Company: Provided always, that if in the First Half of any Year there be Profits applicable to the Purposes of Dividend upon the Ordinary Shares or Stock of the said Company,

Company, after satisfying the Dividend and Arrears of Dividend (if any) due upon any other Preference Shares or Stock of the said Company previously created and issued, and also the Dividend for such Half Year on the Preference Shares or Stock to be created under the Powers of this Act, it shall be lawful for the said Company to declare a Dividend for such Half Year on such Ordinary Shares or Stock.

Application of Monies raised by Great Northern Company.

15. All the Monies which the *Great Northern* Railway Company may raise under the Powers of this Act shall be applied to no other Purpose than the before-mentioned Contributions.

Extending Clause in recited Act as to voting by Great Northern Company.

16. Section Eighteen of "The *Edgware, Highgate, and London* Railway Act, 1862," shall extend and apply to any additional Shares for which the *Great Northern* Railway Company may subscribe under the Powers of this Act.

Powers for compulsory Purchases limited.

17. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Two Years from the passing of this Act.

Power to make Railway according to deposited Plans.

18. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, in the Line and according to the Levels shown on the said Plans and Sections, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Describing new Line of Railway.

19. The Railway hereby authorized will be wholly situate in the Parish of *Saint Mary, Islington*, it will commence by a Junction with the authorized Line of the *Edgware, Highgate, and London* Railway at or near where, according to the deposited Plans of that Railway, it passes under a Road called *Crouch Hill*, and terminate by a Junction with the authorized Line of the *Tottenham and Hampstead Junction* Railway at or near where that Railway crosses or will cross the *Holloway Road*.

Period for Completion of Railway.

20. The Railway shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Provisions as to Payment of certain Rates and

21. The Provisions of the 133d Section of "The Lands Clauses Consolidation Act, 1845," with respect to the Payment of Land Tax

in the Parish of St. Mary, Islington.

and Poor's Rate, shall, as to the Lands to be acquired under the Authority of this Act, extend to all Rates now chargeable upon Property in the Parish of *Saint Mary, Islington*.

Seven Days Notice to be given to Surveyor of Parish of St. Mary, Islington, before breaking up Roads.

22. Before the Company shall break up any Part of any Road, Street, Carriage, or public Footway within the said Parish of *Saint Mary, Islington*, they shall give to the Vestry of the said Parish, or their Surveyor or other Officer authorized to receive the same, Notice in Writing of their Intention to break up or open such Road, Street, Carriage, or Foot Way, and such Notice shall be given not less than Seven Days before commencing the Works, anything in "The Railways Clauses Consolidation Act, 1845," contained to the contrary notwithstanding; and such Notice shall be given by delivering the same personally to such Surveyor or other Officer, or by leaving the same at the Vestry Offices, and shall specify the Part of the Road, Street, Carriage, or Foot Way intended to be broken up or opened.

For preventing Stoppages or Obstructions of Traffic.

23. It shall not be lawful for the Company, in carrying into effect the Works by this Act authorized, to stop up or to obstruct or impede (except temporarily, during the Construction of such Works) the Passages along any Road in the Parish of *Saint Mary, Islington*, in the County of *Middlesex*: Provided nevertheless, that in the event of its being necessary, in the Construction of the Works hereby authorized, that any such Roads should be temporarily stopped up, it shall not be lawful for the Company to stop up the same until they shall have made another good and sufficient Road over or immediately contiguous to the Road so to be temporarily stopped up; and the said Road shall be restored by the Company at their Expense, within Four Months at the least after the First Interference therewith, in as good State, Condition, and Repair as the same was in before such Interference, and to the reasonable Satisfaction of the Surveyor of the Highways for the Time being of the said Vestry.

As to Course of Line with reference to the Tottenham and Hampstead Junction Railway.

24. From the Point of Junction as defined upon the deposited Plans, the Railway shall leave the *Tottenham and Hampstead Junction* Railway with a Curve of Ten Chains Radius, and it shall be succeeded by a reverse Curve of not less than Eighteen Chains Radius, until the Width between the centre Line of the *Tottenham and Hampstead Junction* Railway, and the Works of the Railway by this Act authorized, has reached to Fifty Yards; and the Railway by this Act authorized shall then not again approach nearer to the centre Line of the *Tottenham and Hampstead Junction* Railway than such Fifty Yards, until it curves for the Purpose of passing over the *Tottenham and Hampstead Junction* Railway.

Mode of crossing Tottenham and

25. The Company, in carrying the Railway over and across the *Tottenham and Hampstead Junction* Railway, and the Station, Works, and

and Approaches connected therewith, shall not, without the previous Consent of the *Tottenham and Hampstead Junction* Railway Company in Writing, under their Common Seal, divert the centre Line of Railway where it crosses over the *Tottenham and Hampstead Junction* Railway as shown on the Plans deposited for the Purposes of this Act; and the Railway shall be carried over and across the *Tottenham and Hampstead Junction* Railway, and the Station, Works, and Approaches connected therewith, by means of a Viaduct with Spans of such Dimensions as to Width and Height as shall be reasonably required by the *Tottenham and Hampstead Junction* Railway Company.

Hampstead Junction Railway.

26. The Viaduct by which the Railway shall be carried over and across the *Tottenham and Hampstead Junction* Railway, and the Station, Works, and Approaches connected therewith, shall be constructed in such Manner only as not to interfere with the Use thereof and the Passage of the Traffic thereon, and all the Works necessary for such Purposes shall be executed under the Direction and to the reasonable Satisfaction of the Engineer of the *Tottenham and Hampstead Junction* Railway Company, and according to Plans, Elevations, Sections, and Specifications to be submitted by the Company to the Engineer of the *Tottenham and Hampstead Junction* Railway Company, and to be approved of by him in Writing under his Hand before any of the Works are begun.

Plan, &c. of Viaduct over Tottenham and Hampstead Junction Railway to be approved by that Company.

27. The Company shall at all Times maintain the Viaduct by which the Railway shall be carried over the *Tottenham and Hampstead Junction* Railway, and the Station, Works, and Approaches connected therewith, in complete and substantial Repair, Order, and Condition, to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *Tottenham and Hampstead Junction* Railway Company, and if and whenever the Company fail so to do, the *Tottenham and Hampstead Junction* Railway Company may make and do in and upon as well the Lands of the Company as their own Lands, such Works and Things as the *Tottenham and Hampstead Junction* Railway Company may think requisite in that Behalf, and the reasonable Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by the *Tottenham and Hampstead Junction* Railway Company from the Company in any Court of competent Jurisdiction: Provided always, that if any Dispute shall arise between the Company and the *Tottenham and Hampstead Junction* Railway Company with reference to any Matter comprised or referred to in this or the two last preceding Sections, the Matters in dispute shall from Time to Time be decided by

As to Repair of Viaduct over Tottenham and Hampstead Junction Railway.

by an Engineer to be appointed by the Board of Trade on the Application of either Company.

Company to pay to Tottenham and Hampstead Junction Company Expenses of Watchmen.

28. During the Construction of the Railway over and adjacent to the *Tottenham and Hampstead Junction* Railway, and the Station, Works, and Approaches connected therewith, the Company shall bear and on Demand pay to the *Tottenham and Hampstead Junction* Railway Company the reasonable Expense of erecting sufficient Signals, and the Employment by that Company of a sufficient Number of Inspectors, Watchmen, and Signalmen to be appointed by them for watching their Railway, with reference to and during the Execution of the intended Works, and for preventing, as far as may be, all Interference, Obstruction, Danger, and Accidents to arise from any of the Operations of the Company, or from the Acts or Defaults of their Contractors, or of any Person or Persons in the Employ of the Company or their Contractors.

Company to pay all Damages sustained by Tottenham and Hampstead Junction Company.

29. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the *Tottenham and Hampstead Junction* Railway Company all Costs, Losses, Damages, and Expenses which may be occasioned to any of their Railways, Works, or Property, or to the Traffic thereon, or to any Person or Persons using the same, or otherwise by reason of the Execution or Failure of any of the intended Works, or of any Act or Omission of the Company, or of any of the Persons in their Employ, or of their Contractors, or others, and the Company will effectually indemnify and hold harmless the *Tottenham and Hampstead Junction* Railway Company from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission.

Traffic on the Tottenham and Hampstead Junction Railway not to be interfered with.

30. The Company shall not in the Exercise of any of the Powers of this Act alter or necessitate the Alteration of the Line or Levels of the *Tottenham and Hampstead Junction* Railway, or in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe Use of that Railway, or the Stations and Approaches connected therewith, or any Traffic thereon; and if at any Time or Times hereafter the free, uninterrupted, and safe Use of that Railway, or the Stations and Approaches connected therewith, or any Traffic thereon, shall be obstructed, hindered, or interfered with, contrary to this Enactment, the Company shall forfeit and pay to the *Tottenham and Hampstead Junction* Railway Company the Sum of Fifty Pounds *per* Hour, by way of ascertained Damages, for every Hour during which such Obstruction, Hindrance, or Interference shall continue.

Company to acquire only Easements

31. With respect to any Land of the *Tottenham and Hampstead Junction* Railway Company which the Company are by this Act from Time

Time to Time authorized to take, use, enter upon, or interfere with, for the Purpose of carrying the Railway over the *Tottenham and Hampstead Junction* Railway, the Company shall not purchase and take the same, but the Company may purchase and take, and the *Tottenham and Hampstead Junction* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

in Lands of Tottenham and Hampstead Junction Company.

32. Provided always, That except as is by this Act expressly provided, this Act or anything herein contained shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *Tottenham and Hampstead Junction* Railway Company.

Saving Rights of the Tottenham and Hampstead Junction Company.

33. In the Construction of the Railway and Works, the following Rules shall be observed:

First. Wherever the Railway shall be carried across any public Carriage Road or public Street within the Limits of the Metropolis as defined by "The Metropolis Management Amendment Act, 1862," it shall be made there, and shall thenceforth be maintained so as not to lessen the present clear Width of such Road or Street including the Footway (where a Footway now exists):

Second. The Arch of the Bridge over such Road or Street shall not, without the Consent of the Metropolitan Board of Works, in any Case be of less Span than Forty Feet, with a Headway of the clear Height of Sixteen Feet in the Centre; and the Arch over any such Road or Street shall be formed of an ornamental Character, to the reasonable Satisfaction of the Engineer of the Metropolitan Board of Works, Regard being had to the Character of the Locality, and subject to Appeal, as herein-after provided:

Third. No Abutments or Piers shall project beyond the general Line of Frontage of the adjoining Houses: Provided always, that where there are Gardens or Forecourts in front of Houses, and the Distance between the Houses is great, the Company shall be at liberty to erect and maintain Side Openings, supported with Columns back to the general Line of the Frontages of the Houses, subject to Appeal, as herein-after provided:

Fourth. All Bridges shall be Water-tight and so constructed as to, so far as is practicable, deaden the Sound of Engines, Carriages, and Traffic passing over them:

Fifth. The Company shall not commence the Erection of any Bridge proposed to be constructed for the Purpose of carrying the Railway over any Road or Street or Way within the Area under the Jurisdiction of the Metropolitan Board of Works until they shall have given to the said Metropolitan Board of Works Twenty-one

As to Construction of Bridges over public Streets within the Limits of the Metropolis.

Days Notice in Writing of their Intention to commence the same, by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the Board fail to signify such Approval or their Disapproval within 21 Days after Service of the said Notice and Delivery of the said Plans, Elevations, Sections, and other Particulars as aforesaid:

Sixth. The Company shall comply with and conform to all reasonable Directions and Regulations of the said Board, in the Execution and subsequent Maintenance of the said Bridge and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works shall, subject to the Provisions of this Act, be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works, at the Costs, Charges, and Expenses in all respects of the said Company, and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of such Superintendence shall be paid to the said Board by the Company on Demand.

As to providing Appeals to Arbitration.

34. If the said Metropolitan Board of Works and the Company shall differ upon or with reference to any Plans, Elevations, Sections, and other Particulars, which, under the Provisions of this Act, are to be delivered by the Company to the said Metropolitan Board, or as to the Mode of carrying out the same, or as to any other Matter or Thing arising out of the said Plans, Elevations, Sections, and Particulars, or any of the Clauses or Provisions of this Act, every such Difference shall, on the Application of the Company, or of the Metropolitan Board of Works, be referred to an Arbitrator, to be named by the Board of Trade, to determine, and such Arbitrator shall have Power to determine by whom and in what Manner the Costs of and incident to the Reference shall be paid.

As to crossing the New River.

35. Where the Railway is proposed to pass over the *New River* there shall be a Bridge built in conformity with the following Regulations; (that is to say,) the Span of such Bridge or Distance between its Piers, measured at Right Angles to the Course of the said River, shall not be less than Twenty Feet; the clear Height of such Bridge from the highest Water Level of the said River, to the under Side or Soffits of the Arch or Girder of such Bridge, shall at no Place be less than Two Feet Six Inches, and the Piers of the said Bridge shall be so constructed that the River Channel between and near them may safely have a Water Depth of at least Five Feet, that the Company shall in all Cases where the said Railway passes over the said River

provide

provide convenient and proper Means to enable the Agents and Servants of the *New River* Company to cross over the said Railway, so as to communicate with the River Lands and other Works of the said *New River* Company on either Side of the said River.

Works affecting New River Company to be done to Satisfaction of their Engineer.

36. All Works, Matters, or Things which, under the Provisions of "The Railways Clauses Consolidation Act, 1845," or this Act, the Company may be empowered or required to do or execute with reference to the Mains, Pipes, Syphons, Plugs, or other Works of the *New River* Company, shall be done and executed by and at the Cost of the Railway Company, but to the entire Satisfaction and under the Superintendence of and in such Manner as shall be required by the Engineer for the Time being of the *New River* Company, and such Works, Matters, or other Things shall not be commenced until after Fourteen Days previous Notice thereof in Writing shall have been given to the said *New River* Company.

Power to New River Company to repair and lay Pipes on Lands of Railway Company.

37. It shall be lawful for the said *New River* Company by their Engineers, Workmen, and others in their Employment, at all Times when it may be necessary, to enter upon the Railway, Lands, and Premises of the Railway Company at any Point or Place where there are existing Mains or Pipes belonging to the said Company, and to do all such Works in and upon such Railway, Lands, and Premises as may be necessary for repairing, maintaining, or removing or replacing such Mains or Pipes under or over the same Railway, Lands, and Premises: Provided always, that in so doing the said *New River* Company, or their Engineers or Workmen or others in their Employ, shall not interrupt the Traffic passing on the said Railway: Provided also, that the said *New River* Company shall make good and reimburse to the Company all Damages to the Railway occasioned by the Exercise of the Powers by this Clause reserved.

Provision for Extension of Water Supply.

38. In every Case in which the Works of the Company shall interfere with the Mains of the said *New River* Company, the Company shall give every reasonable Facility for Provision being made when required by and at the Expense of the *New River* Company so as to allow such Mains to be replaced by Mains of a larger Size and enable the said Company to supply the increasing Demands of the Public; and if any Difference shall arise between such Engineer and the Company as to the Extent of such Facility, the same shall be settled by an Engineer to be appointed by the Board of Trade, under the Hand of One of their Secretaries at the Request of either Company.

Penalty for Interruption of Supply of Water.

39. If any Interruption whatsoever in the Supply of Water by the said *New River* Company shall be in any way occasioned by the said Railway Company, or by the Act or Acts of any of their Contractors, Agents,

Agents, Workmen, or Servants, or any Person in the Employ of them, or any or either of them, the said Railway Company shall forfeit and pay to the said *New River* Company for the Use and Benefit of the said Company the Sum of Ten Pounds for every Hour during which such Interruption shall continue, such Sum to be recovered by the said *New River* Company in any Court of competent Jurisdiction.

Expense of Repairs of Water Pipes to be borne by Railway Company in certain Cases.

40. The Expenses of all Repairs or Renewals of the said Pipes or Mains, or any Works in connexion therewith, which may at any Time hereafter be rendered necessary by the Acts or Defaults of the Company, their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them or any or either of them, shall be borne and paid by the Company, and may be recovered against them by the said *New River* Company in any Court of competent Jurisdiction.

Money deposited in the Court of Chancery to be forfeited to the Crown in a certain Event.

41. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Nine thousand three hundred and fifty Pounds, Three Pounds *per Centum* Consolidated Bank Annuities, being equal to the Sum of Eight thousand four hundred Pounds, and being Eight *per Centum* on the Amount of the Estimate of Expense of the Railways originally proposed to be authorized by this Act, has been transferred into the Name and with the Privity of the Accountant General of the Court of Chancery in *England*, pursuant to the said Act, in respect of the Application to Parliament for this Act: And whereas, inasmuch as Part of the Undertaking originally proposed is not now authorized by this Act, and the Estimate of Expense of the Railways originally proposed to be authorized has been reduced to the Sum of Seventy-two thousand Pounds: Be it enacted, That notwithstanding anything contained in the said recited Act, so much of the said Sum of Nine thousand three hundred and fifty Pounds, Three Pounds *per Centum* Consolidated Bank Annuities, as was at the Time of the Transfer thereof equal to the Sum of Five thousand seven hundred and sixty Pounds, being Eight *per Centum* on the said reduced Estimate so transferred as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons, or the Majority of the Persons, named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital

The Edgware, Highgate, and London (Junction) Railway Act, 1865.

Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, such Portion of the said Sum of Money transferred as aforesaid as was at the Time of such Transfer equal to the Sum of Five thousand seven hundred and sixty Pounds, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland:* Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Five thousand seven hundred and sixty Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Five thousand seven hundred and sixty Pounds if the Company shall 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 Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Portion of the said Sum of Money so transferred as was equal to the Sum of Five thousand seven hundred and sixty Pounds at the Time of such Transfer, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons, or the Majority of the Persons, named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their

Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Court of Chancery may order Payment of surplus Deposit.

42. The Court of Chancery may, at any Time after the passing of this Act, order that so much of the said Sum of Nine thousand three hundred and fifty Pounds, Three Pounds *per Centum* Consolidated Bank Annuities, as was at the Time of the said Transfer equal to the Sum of Two thousand six hundred and forty Pounds, and any Dividends thereon, may be transferred and paid to the Company or to such Persons or Person as the Company may appoint on that Behalf; and upon such Order being made, such Portion of the said Sum of Nine thousand three hundred and fifty Pounds, Three Pounds *per Centum* Consolidated Bank Annuities, as was at the Time of the said Transfer equal to the Sum of Two thousand six hundred and forty Pounds, and the Dividends thereon, shall be transferred and paid to the Company, or to such Person or Persons as the Company shall appoint.

Railway as to Tolls and otherwise to form Part of Company's Undertaking

43. The Company may demand and receive, for and in respect of the Railway, the same Tolls and Charges as they are now authorized to receive in respect of their authorized Undertakings; and the Railway shall, for the Purposes of Tolls, and in all other respects, be deemed Part of the *Edgware, Highgate, and London* Railway as if it had been authorized by the firstly-recited Act as Part of the said *Edgware, Highgate, and London* Railway.

Power to enter into Traffic Arrangements with Great Northern Railway Company.

44. The Company on the one hand and the *Great Northern* Railway Company on the other hand may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

The Management, Use, Working, and Maintenance of the Railway:

The Supply of any Rolling or Working Stock, and of Officers and Servants for the Conduct of the Traffic on the Railway:

The Payments to be made and the Conditions to be performed with respect to the Matters aforesaid:

The Interchange, Accommodation, Conveyance, and Delivery of Traffic coming from or destined for the Undertakings of the contracting Companies, and the Fixing and Division between the said Companies of the Receipts arising from such Traffic.

Saving existing Right to contract.

45. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from "The Railways Clauses Consolidation Act, 1845," or from the General Law.

Power to sell Undertaking of Company to the Great Northern

46. It shall be lawful for the Company, by and with the Authority and Approbation of Three Fifths in Value of the Proprietors present, either personally or by proxy, at some Extraordinary General Meeting of the Company specially convened for the Purpose, to sell and

and transfer to the *Great Northern* Railway Company, and for the last-mentioned Company, by and with the like Authority on the Part of the Proprietors of the same Company (and by means of any Funds then at the Disposal of the same Company, and not required for the specific Purposes defined by the Acts under the Authority of which the said Sums were raised), to purchase, the Undertaking of the Company, whether before or after the Completion thereof, but subject to any Mortgages, Contracts, Agreements, or Liabilities affecting the same; and on the Completion of such Purchase (of which Completion the Transfer or Conveyance duly stamped for denoting the Payment of the full and proper Stamp Duty by Law payable in respect of the Purchase Money or other Consideration, and under the respective Corporate Seals of the said Companies, shall be sufficient Evidence,) the *Great Northern* Railway Company may take, have, and hold the said Undertaking, and use, exercise, and enjoy all the Rights, Powers, and Privileges which the Company at the Time of the said Transfer possessed or were entitled to, and shall be subject to all the Debts, Duties, Covenants, Restrictions, and Liabilities to which the Company at the Time of the said Transfer may be subject; and the Corporate Seal of the *Great Northern* Railway Company may be used when necessary in reference to the Undertaking so transferred in like Manner as though the same Company had been originally authorized to carry the same into effect; and from and after the said Transfer and the Advertisement thereof in the *London Gazette*, and in a *London* daily Newspaper, the Company shall cease to exist unless solely for the Purpose of winding up their Affairs.

Railway Company.

47. It shall be lawful for the Two Companies to make and enter into Contracts or Agreements for effecting the Purpose aforesaid, or for the Amalgamation of the Two Companies as they may deem advisable; and every such Contract or Agreement may contain such Covenants, Clauses, Powers, Provisions, and Conditions, as may be agreed upon between the said Companies.

Power to the Two Companies to enter into Contracts as to Sale or Amalgamation.

48. Provided always, That no such Sale, Contract, or Agreement as aforesaid shall increase the Tolls or Charges which either Company is authorized to take, or shall prejudice or injuriously affect the Rights which any Persons or Companies now have, or may at the Date of such Lease, Sale, Contract, or Agreement have or to be entitled to, with respect to the Use of the *Edgware*, *Highgate*, *and London* Railway or otherwise.

Sale, &c. not to affect

49. It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power

Interest not to be paid on Calls out of Capital.

The Edgware, Highgate, and London (Junction) Railway Act, 1865.

Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

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

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

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

Expenses of Act.

52. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Company.

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