

ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; that is to say,

Short Title.

1. This Act may be cited for any Purpose as "The *Great Northern* Railway (*Hornsey* to *Hertford*) Act, 1865."

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

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. of "The Railways Clauses Act, 1863," (relating to Construction of a Railway,) shall be incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the Words "the Company" mean the *Great Northern* Railway Company, the Words "the Railways" mean the Railways and the Works connected therewith by this Act authorized to be constructed, and the Expression "Superior Courts" or "Court of competent Jurisdiction," or other like Expression in this Act or any Act incorporated herewith, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt and not a Debt or Demand created by Statute.

Same Meanings to Words, &c. 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.

Company may apply their Funds towards Purposes of Act, and may raise additional Capital.

5. It shall be lawful for the Company to apply towards the Construction of the Works authorized by this Act any of the Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their Undertaking; and the Company may for the same Purposes from Time to Time raise, in addition to the Sums of Money which they are already authorized to raise, any further Sums not exceeding in the whole Six hundred and fifty thousand Pounds, by the Creation of new Shares or Stock in their Undertaking, which Shares or Stock shall form Part of the general Capital of the Company, and may be issued at such Price (being not less than the nominal Value thereof) and upon such other Terms and Conditions as may be determined on by Three Fifths at least of the Votes of Shareholders present, personally or by proxy, at any Extraordinary General Meeting of the Company convened with due Notice of the Object.

Privileges may be attached to new Shares.

6. The Company may, with the Consent of Three Fifths at least of the Votes of their Shareholders present, personally or by proxy, at any Extraordinary Meeting convened with due Notice of the Object, attach to all or any of the Shares to be created under the Powers

Powers of this Act any preferential Dividend, with or without other Privileges, which the Company may think fit, and may also attach to the said Shares a Condition that the same may be redeemed upon Conditions to be stated in the Resolutions creating the same and to be notified on the Certificates of such Shares; and for the Purpose of redeeming the same or any Part thereof the Company may create and issue from Time to Time fresh Shares, with or without any special Advantages.

As to Dividends for First Half of a Year.

7. If in the First Half of any Year commencing on the First Day of *January* there be Profits applicable to the Purposes of Dividend upon the ordinary Shares or Stock of the Company, after satisfying the Dividend and Arrears of Dividend (if any,) due upon any other Preference Shares or Stock of the Company previously created and issued, and also the Dividend for such Half Year on the Preference Shares of Stock to be created under the Powers of this Act, it shall be lawful for the Company to declare a Dividend for such Half Year on such ordinary Shares or Stock.

Shares not to issue until One Fifth paid up.

8. The Company shall not issue any Share created under the Authority of this Act, nor shall any 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 shall have been paid up in respect thereof.

As to the Votes of Proprietors of such Shares.

9. The Proprietors of any Shares to be issued under the Authority 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 the same had been original Shares of the Company.

Power to borrow on Mortgage.

10. The Company may from Time to Time under the Powers of this Act borrow any additional Sum of Money not exceeding Two hundred and sixteen thousand Pounds, either by Mortgage of their Undertaking or by the Issue of Debenture Stock, in pursuance of the Powers and subject to the Limitations and Restrictions contained in "The *Great Northern* Railway Company's Increase of Capital Act, 1853;" 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 Shares for all such additional Capital are issued, and that One Half of such additional Capital has been paid up, and

that

that not less than Twenty *per Centum* has been paid on account of each separate Share before or at the Issue thereof, and that they are *bonâ fide* held by the Subscribers or their Assigns, and that such Subscribers and their Assigns are legally liable for the same, of which Proof having been given, the Certificate of such Justice under that Section shall be sufficient Evidence.

Existing Mortgages to have Priority.

11. 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.

12. All and every Part of the said Sums of Six hundred and fifty thousand Pounds and Two hundred and sixteen thousand Pounds which the Company are by this Act authorized to raise by new Shares, or on Mortgage, shall be applied only to the Purposes of the Railways and Works by this Act authorized.

Parts of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

13. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845,"

With respect to the Distribution of the 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 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;

With respect to the Remedies of the Creditors of the Company against Shareholders; and

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested;

And also the Clauses and Provisions of "The Companies Clauses Act, 1863,"

Relating to Cancellation and Surrender of Shares; and

Relating to additional Capital;

Shall be incorporated with this Act, and shall apply to all Shares created, and to Mortgages granted, and Money borrowed under the Powers of this Act.

14. The

Powers for compulsory Purchases limited.

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

Lands for extraordinary Purposes.

15. The Quantity of Land to be purchased by the Company by Agreement adjoining or near to the Railways for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Ten Acres.

Power to make Railways according to deposited Plans.

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

Describing Railways.

17. The Railways by this Act authorized are the following:

Railway No. 1. Commencing by a Junction with the *Great Northern* Railway in the Parish of *Tottenham* in the County of *Middlesex*, at or near the Northern End of the Passenger Platform of the *Wood Green* Station, passing through *Tottenham*, *Hornsey*, *Wood Green*, *Edmonton*, *Southgate*, *Winchmore Hill*, and *Enfield*, all in the County of *Middlesex*, *Northaw*, *Little Berkhampstead*, *Cheshunt*, *Gough's Oak*, *Wormley*, *Bishop's Hatfield*, *Bayford*, *Brickendon*, Liberty of *All Saints and St. John's Hertford*, *St. Andrew's*, and *Hertingfordbury*, all in the County of *Hertford*, and terminating in the last-named Parish by a Junction with the *Hertford, Luton, and Dunstable* Part of the *Great Northern* Railway at about a Furlong South of the Spot where the said Railway crosses the River *Mimram*:

Railway No. 2. A short Spur in the last-named Parish issuing from the Railway No. 1 at or about One hundred and fifty Yards to the Westward of *Horn's* Mill on the River *Lea*, and terminating by a Junction with the *Hertford, Luton, and Dunstable* Railway about a Furlong South of the Point of Junction herein-before described:

Railway No. 3. Commencing by a Junction with the *Great Northern* Railway in the Parish of *Hornsey*, at the Northern End of the Platform of the *Hornsey* Station, and terminating by a Junction with the Railway No. 1, in or near a Field belonging to Mr. *Philip Powys Libbe*, and occupied by Mr. *Thomas Holland*, in the Parish of *Edmonton*:

Railway No. 4. Entirely in the Parish of *Digswell* in *Hertfordshire*, commencing by a Junction with the *Hertford, Luton, and Dunstable*

Dunstable Railway in the Parish of *Digswell*, at a Distance of Half a Mile from its Junction with the *Great Northern* Railway at the *Welwyn* Junction, and terminating by a Junction with the *Great Northern* Railway about One Furlong South of the *Welwyn* Viaduct.

As to Metropolitan Turnpike Road.

18. If in the Execution of the Works authorized by this Act the Company shall interfere with the Turnpike Road numbered on the deposited Plans 22, in the Parish of *Edmonton*, which Turnpike Road is under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, the Company shall preserve the present Width of the said Turnpike Road and Footpaths, and shall restore the same Road and Footpaths as nearly as may be in the same Line as at present, and shall form so much thereof as Hard Road, and so much as Footpath, and shall form them of such Materials and of such Quantity and Quality of each Material as shall be required by the General Surveyor of the said Commissioners, and shall restore all Drains that may be interfered with, or substitute others, so that the said Road may be effectually drained to the Satisfaction of the said General Surveyor; and the Company shall at their own Expense do all the Works aforesaid, whether of original Construction or of Maintenance, and provide all Materials necessary for such Works.

Notice to be given to the Surveyor of the Commencement of the Works, who may require a temporary Road.

19. It shall not be lawful for the Company to commence any Works in any way interfering with the said Turnpike Road until Ten Days after the Company shall have given Notice of their Intention to commence such Works, and shall have delivered Plans and Drawings of the same to the General Surveyor of the said Commissioners, and shall have explained in Writing to such General Surveyor in what way the Company propose to carry on such Works; and if the said General Surveyor shall thereupon require a sufficient temporary Road to be made by the Company instead of the Road to be interfered with, then the Company shall make and substitute such sufficient temporary Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Road, and be liable to the same Penalties for failing to make, and after Notice to maintain, such substituted Road as is and are provided by "The Railways Clauses Consolidation Act, 1845," with respect to substituted Roads and the Failure to make the same; and unless such temporary Road shall be required, the Company shall at all Times keep open and uninterrupted for the Traffic of the Public a clear Width of Twenty-five Feet of the present Road, and One Footpath; and all necessary Measures of Precaution for the Public Safety during the Progress of the Works of the Railway, and of Interference with the same Road, including the fencing of the Works and lighting

lighting and watching the same, shall be adopted by and at the Expense of the Company, and the Company shall save harmless the said Commissioners in respect of all Accidents and Damages which may happen by reason of the said Works of the Company; and the Company shall finish and complete all Works, Matters, and Things connected with the same Road, and restore and give to the Public the uninterrupted Use of the same Road and Footpaths within Six Months from the Day on which the same shall be first interfered with, and all such Works shall be done under the Superintendence from Time to Time and to the Satisfaction of the said General Surveyor, and the Materials thereof shall be good and sufficient for the respective Purposes for which such Materials shall be used and of such Descriptions respectively as shall be approved of by the said General Surveyor; and in case the Company shall fail to do the Works according to the Provisions herein-before contained, and the Company shall not, upon being by the said General Surveyor required so to do, proceed forthwith to do such Works to his Satisfaction, then and in any of such Cases it shall be lawful for the said General Surveyor to cause all such Works to be made and done as he in his Discretion shall think fit, and all Costs and Expenses of such Works shall be paid, on Demand, by the Company, or in default of Payment for Twenty-one Days after such Demand, may be recovered by the said Commissioners from the Company, with full Costs of Suit, by Action in any Court of competent Jurisdiction.

Alterations may be made in the Works with Consent of the Commissioners.

20. It shall be lawful for the said Commissioners and Company to agree with each other for the Execution of the Works hereby authorized with relation to the same Road in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the Company of all such Works as may be necessary or expedient for the Purposes aforesaid, and in case of any such Agreement it shall not be binding on the Company to do such of the Works, Matters, and Things required to be done by them as shall be by the said Agreement expressly dispensed with by the said Commissioners.

As to crossing certain Roads in Edmonton.

21. Whereas it is intended to carry the Road numbered on the deposited Plans 18, in the Parish of *Edmonton*, over the Railway by means of a Bridge: Be it enacted, That notwithstanding anything contained in the deposited Sections, it shall not be lawful for the Company to construct the Approaches to the said Bridge with a greater Inclination than One in Thirty-five.

As to Works adjoining the New River.

22. And whereas it is intended that the said Railway and Works shall occupy about Five Furlongs in Length of One of the Banks of the

the *New River* between the *Hornsey* and *Wood Green* Stations of the *Great Northern* Railway in the Parishes of *Hornsey* and *Tottenham*: Be it enacted, That between the Stations named, except at those Places it is proposed to carry the said Railway over the said River, the Railway Company shall not, within Ten Feet of the Water of the River in its present State, acquire any Land belonging to the *New River* Company, or construct any Works; and that between the Land which shall remain the Property of the *New River* Company and any adjoining Land which the Railway Company may acquire a good and sufficient Fence shall be erected and at all Times thereafter maintained at the Cost of the Railway Company: And whereas the said Railway and Works in the Parish of *Edmonton* are proposed to pass near to the embanked Channel and Aqueduct of the *New River* at and adjoining the Place of its crossing over the Stream known as *Pymm's Brook*: Be it enacted, That the Works of the said Railway shall not there be so constructed as to affect in the least the Stability of the said embanked Channel, Aqueduct, or River Works.

As to crossing the New River and severing the New River Company's Lands.

23. And whereas it is proposed that the said Railway and Works shall cross over the *New River* at a Point about One Furlong North of the *Hornsey* Station of the *Great Northern* Railway, in the Parish of *Hornsey*, and over the same River at a Point in the Parish of *Tottenham*, which is between Five and Six Furlongs North of the same *Hornsey* Station: Be it enacted, That at each of these Points a Bridge shall be 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 Soffit 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 in all Cases where the said Railway passes over the said River or causes any Severance of the Lands of the *New River* Company, shall provide convenient and proper Crossings, either under or over the said Railway, as a Means of Communication for the Agents or Servants of the *New River* Company between the Lands so severed.

As to Damage which may be done to New River or Reservoirs.

24. In the event of any Slip or Rupture in the Embankment of the said River or Reservoirs, whether the same shall happen during the Construction of the said Railway, or after the said Railway shall have been completed and opened for Traffic, or in the event of any Loss which the *New River* Company may suffer from any Interruption of their Supply of Water through any Act or Acts of the Railway Company, their Agents or Contractors, the Railway Company shall be answerable,

answerable, and shall pay to the *New River* Company all Damages arising therefrom, and be liable at all Times thereafter to make good, at their own Expense, whatever Injury may be caused or done to the said River or Reservoirs; and for the Purpose of ascertaining and assessing the Damages which may accrue under the Circumstances aforesaid, and the Expense of such Restitution, it shall be lawful for the Board of Trade, upon Request of either of the said Companies, from Time to Time to appoint any Person, being a Civil Engineer, to arbitrate thereon, and the Award of every such Person shall be final and conclusive.

Penalty for interrupting the Supply of Water.

25. If any Interruption whatever 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 Acts of any of their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them, or any or either of them, the 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.

For Protection of Works under Control of Tottenham Local Board of Health.

26. For the Protection of the Works under the Control of the *Tottenham* Local Board of Health, be it enacted as follows:

(1.) The Company shall, to the reasonable Satisfaction of the Surveyor to the said Board, restore within the Parish of *Tottenham* all Sewers, Drains, Water Pipes, Hydrants, and Gullies in the Roads, Highways, and public Places which shall be broken up, destroyed, or damaged in the Execution of the Works by this Act authorized; or provide, instead thereof, other proper and sufficient Sewers, Drains, Water Pipes, Hydrants, Gas Pipes, and Gullies:

(2.) All Sewers, Drains, Water Pipes, Watercourses Hydrants, Gullies, and Works of Drainage made by the Company within the said Parish of *Tottenham* aforesaid shall be subject in all respects to the Jurisdiction of the said Board, and, except only as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, prejudice, or affect any of the Rights, Powers, or Authorities of the said Board:

(3.) If and while the Company are possessed under this Act of any Lands, Houses, or Premises assessed or liable to be assessed to any Poor Rate, Police Rate, Church Rate, or any Rate, Assessment, or Imposition made or to be made by the *Tottenham* Local Board of Health, they shall from Time to Time, until the Railway and Works hereby authorized are completed and assessed, or liable to be assessed, be liable to

make good the Deficiency in the Assessment for such Rates, Assessments, or Impositions, by reason of those Lands, Houses, or Premises being taken or used for the Purposes of the Railway or Works; and the Deficiency shall be computed according to the Rental at which those Lands, Houses, or Premises are now rated.

Period for Completion of Railways.

27. If the Railways shall not be completed within Five Years from the passing of this Act, then on the Expiration of such Period the Powers by this Act granted to the Company for making the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Penalty if Line not completed.

28. If the said Railways are not completed and opened for public Traffic within the Period of Five Years from the passing of this Act, the Company shall be liable to a Penalty at the Rate of Fifty Pounds for every Day after the said Period until such Lines shall be so completed and opened, and the said Penalty shall be deemed a Debt due to Her Majesty in right of Her Crown, and may be recovered accordingly: Provided always, that if the Company has been prevented from completing or opening the said Railways by unforeseen Accident, or by Circumstances beyond their Control, (of which Fact a Certificate, under the Hand of the Secretary of the Board of Trade, shall be sufficient Evidence,) the Company shall not be liable to the Payment of the same Penalty in respect of the Period during which it shall be certified that they have been so prevented as aforesaid; but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Railways as to Tolls, &c. to form Part of Great Northern Railway.

29. The Company may demand and take, in respect of the Railways, the same Tolls and Charges as they are authorized to receive for and in respect of their existing Undertaking, as if they were Part of such Undertaking, and the Railways shall in all respects be deemed Part of the *Great Northern* Railway.

Interest on Calls not to be paid out of Capital.

30. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of 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.

31. It

Deposits for future Bills not to be paid out of Capital raised under this Act.

31. 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.

Saving Rights of the Crown and the Duchy of Lancaster.

32. Provided always, and be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Queen's most Excellent Majesty, Her Heirs and Successors, as well in right of Her Crown as in right of Her Duchy of *Lancaster*.

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

33. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision 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.

34. All the Expenses of applying for and obtaining this Act, or preparatory or incident thereto, shall be paid by the Company.

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