ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

****

Cap. lxxxvi.

An Act for making a Railway from the *Great Northern* Railway at *Hatfield* to the *London and North-western* Railway at *Saint Albans*; and for other Purposes. [30th *June* 1862.]

WHEREAS the making of a Railway from the *Great Northern* Railway at *Hatfield* in the County of *Hertford* to the *London and North-western* Railway at *Saint Albans* in the same County would be of great public Advantage: And whereas the Persons herein-after named, with others, are willing at their own Expense to carry such Undertaking into execution; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Hatfield and Saint Albans* Railway Act, 1862."

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

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment

23 & 24 Vict. c. 106. incorporated.

Act, 1860," save so far as the same are expressly varied or excepted by this Act, shall be incorporated with and form Part of this Act.

Incorporation of Company.

3. The Right Honourable *Robert* Lord *Ebury*, the Honourable *Reginald Algernon Capel*, Colonel *William Elsey*, *John Henry Dillon*, *Joseph Cary*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their respective Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertaking hereby authorized, and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Hatfield and Saint Albans* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase, acquire, take, hold, and dispose of Lands and other Property, and any Easements, Interests, Rights, Powers, and Privileges in, over, and affecting the same, for the Purposes of the Undertaking, but subject to the Restrictions herein and in the incorporated Acts respectively contained.

Capital.

4. The Share Capital of the Company shall be Seventy thousand Pounds.

Number and Amount of Shares.

5. The Number of Shares into which the said Capital shall be divided shall be Seven thousand, and the Amount of each Share shall be Ten Pounds.

Calls.

6. Three Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at least shall be the Interval between successive Calls; and the aggregate Amount of Calls to be made on any One Share in any One Year shall not exceed Eight Pounds in the whole.

Interest on Calls not to be paid out of Capital.

7. The Company shall not, 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, pay any Interest or Dividend to any Shareholder on the Amount of any Call made in respect of any Share: Provided always, that nothing herein-before contained shall prevent the Company from paying to any Shareholder such Interest on Money advanced by him, beyond the Amount of the Calls actually made, as shall be in conformity with the Provision in that Behalf of "The Companies Clauses Consolidation Act, 1845."

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

8. 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 to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining any Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

9. The

Power to borrow on Mortgage.

9. The Company may borrow on Mortgage any Sum not exceeding in the whole the Sum of Twenty-three thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital shall have been subscribed for, and One Half thereof shall have been actually paid up, and until they shall prove to the Justice who is to certify, under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Application of Capital.

10. The Monies raised under this Act shall be applied only to the Purposes of this Act.

First and other Meetings.

11. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act; and the subsequent Ordinary Meetings of the Company shall be held half-yearly on the Fourteenth Day of *February* and the Fourteenth Day of *August*, or within One Month before or after those Days respectively.

Qualification and Number of Directors.

12. The Number of Directors shall not be more than Seven nor less than Three, and the Qualification of a Director shall be the Possession in his own Right of Thirty Shares in the Undertaking.

First Directors.

13. The Right Honourable *Robert* Lord *Ebury*, the Honourable *Reginald Algernon Capel*, Colonel *William Elsey*, *John Henry Dillon*, and *Joseph Cary*, representing the Shareholders, and the Honourable *Octavius Duncombe* and *John Harvey Astell*, representing the *Great Northern* Railway Company, shall be the First Directors of the Company.

Election of Directors at First Ordinary Meeting.

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

Subsequent Election of Directors.

15. At the First Ordinary Meeting to be held in every Year next after the Year in which such last-mentioned Directors shall have been appointed or elected the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified

qualified nor having resigned, shall continue to be Directors until others are elected in their Stead in the Manner provided by the said "Companies Clauses Consolidation Act, 1845," and by this Act or either of them.

Quorum of Directors.

16. The Quorum of a Meeting of Directors shall be Three.

Power to Great Northern Railway Company to appoint Two Directors.

17. The *Great Northern* Railway Company may appoint from and out of the Members of their Board Two Directors of the Company in addition to the Directors appointed by the Shareholders, and such Directors so appointed shall be in all respects qualified as Directors of the Company, notwithstanding their respective Names shall not appear upon the Register of Shareholders of the Company, and shall have the like Powers as other Directors of the Company.

As to Removal of Directors by Great Northern Company.

18. The *Great Northern* Railway Company from Time to Time may remove any Director of the Company appointed by that Company, and appoint another or others in his or their Place.

Power to appoint Directors to supply Vacancies.

19. If and when any Person appointed by the *Great Northern* Railway Company to be a Director of the Company resigns or shall be removed or die, the Vacancy in the Number of Directors so occasioned may be supplied by the *Great Northern* Railway Company.

Advertisements.

20. The Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be a Newspaper published in the County of *Hertford*.

Power to make Railway according to deposited Plans.

21. And whereas Plans and Sections of the Railway showing the Lines and Levels thereof, and also a Book of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through which the same are intended to pass, or which may be required for the Purposes of the Undertaking, have been deposited with the Clerks of the Peace for the County of *Hertford*: Be it enacted, That, subject to the Provisions in this and the incorporated Acts contained, it shall be lawful for the Company to make and maintain the Railway in the Line and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use such of the said Lands, and purchase (by Agreement) such Easements, Interests, Rights, Powers, and Privileges in, over, and affecting the same, as the Company may think expedient for any of the Purposes of this Act: Provided always, that the Company shall not enter upon, take, or use the Land numbered on the Plan 59 in the Parish of *Saint Peter* without the previous Consent in Writing of the Owner thereof.

22. The

Line of Railway.

22. The Railway and Works to be made and maintained under the Authority of this Act shall be the following; (that is to say,)

1. A Railway commencing in the Parish of *Hatfield* by a Junction with the *Great Northern* Railway, passing through the several Parishes or Places following, or some of them; that is to say, *Hatfield*, *Saint Peter*, *Saint Stephen*, and *Saint Albans*, and terminating in the last-mentioned Parish by a Junction with the *Saint Albans* Branch of the *London and North-western* Railway:

2. A Branch Railway commencing by a Junction with the said intended Railway in a Field called the *Dell Field* in the Parish of *Hatfield*, and terminating by a Junction with the *Great Northern* Railway on the North Side of the *Hatfield* Station of such Railway;

which said Railway, Branch Railway, and Works respectively will be wholly situate in the County of *Hertford*.

Level Crossing on Great Northern Railway in Parish of Hatfield to be discontinued and a Bridge to be substituted.

23. And whereas the *Hatfield and St. Albans* Road is now crossed on the Level in the Parish of *Hatfield* by the *Great Northern* Railway, and the said level Crossing is attended with considerable Danger, which will be aggravated by the Construction of the Railway hereby authorized: And whereas it would add greatly to the Safety and Convenience of the Public if a new Road in lieu of and in substitution for the said Road were carried over the *Great Northern* Railway by a Bridge to be constructed at a Point Northward of the said level Crossing according to Plans and Sections which were deposited with the Clerk of the Peace for the County of *Hertford* on the Fourth Day of *April* One thousand eight hundred and sixty-two: And whereas the Trustees of the said Road, and the Owners, Lessees, and Occupiers of the Lands which will be affected by the making of the said Bridge and the Approaches to the same, consent thereto: Therefore, subject to the Provisions of this Act, it shall be lawful for the Company and they are hereby required within Twelve Months from the passing of this Act to carry the said Road over the *Great Northern* Railway by a Bridge, and to construct Approaches thereto in the Position and Manner shown upon the said last-mentioned deposited Plans and Sections; provided nevertheless, that if from any Circumstance the Company shall be prevented from constructing the said new Road, Bridge, and Approaches within the Time herein-before limited for that Purpose, the Liability to construct the same shall be a continuing Liability on the Part of the Company; provided also, that the said new Road, Bridge, and Approaches shall be made, constructed, and repaired in conformity in all respects with the Terms and Provisions of certain Articles of Agreement, dated the Sixteenth Day of *April* One thousand eight hundred and sixty-two, and made between the said *Robert* Lord *Ebury*, *Reginald Algernon Capel*, and *Joseph Cary*, as Promoters of th said Company, of the One Part, and the Most Honourable *James Brownlow William Gascoyne* Marquess of *Salisbury*, K.G., of the

other Part, and that the said new Road when made shall be in lieu of and in substitution for the old Road as described upon the said Plans and Sections so deposited as aforesaid.

Agreement dated 16th April 1862 confirmed.

24. The said Articles of Agreement bearing Date the Sixteenth Day of *April* One thousand eight hundred and sixty-two, and every Clause, Matter, and Provision therein contained, shall be and the same are hereby confirmed, and shall be binding on the Company to all Intents and Purposes whatsoever to the same Extent and as fully and effectually in all respects as if the same Articles of Agreement had been made and executed under the Seal of the Company instead of under the Hands of the said *Robert* Lord *Ebury*, *Reginald Algernon Capel*, and *Joseph Cary*.

Road to be crossed on the Level.

25. That subject to the Provisions of "The Railways Clauses Consolidation Act, 1845," it shall be lawful for the Company to carry the said Railway with a double Line of Rails across and on the Level of the Road delineated on the Plans deposited as aforesaid and numbered 57 in the said Parish of *Saint Peter*.

Trains not to be shunted across Road to be crossed on the Level.

26. Provided always, That it shall not be lawful for the Company in shunting Trains to pass any Train, Carriage, Engine, or Truck over such level Crossing, or to allow any Train, Carriage, Engine, or Truck to stand across such level Crossing.

Station or Lodge to be erected at level Crossing.

27. That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge at the Point where the said Railway crosses the before-mentioned Road on the Level, and the said Company shall be subject to and shall abide by all such Rules and Regulations with regard to the Crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations; and if the said Company shall fail to erect or at all Times maintain any such Lodge, or appoint a proper Person to watch or superintend the Crossing of any such Point or Lodge, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may order Bridge at level Crossing.

28. That it shall be lawful for the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations, if it shall appear to them to be necessary for the public Safety, at any Time either before or after the said Railway hereby authorized to be carried across the said Road on the Level shall have been completed and open for

public Traffic, to require the Company, within such Time as the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations shall direct, and at the Expense of the Company, to carry the before-mentioned Road either under or over the said Railway by means of a Bridge or Arch in lieu of crossing the same on a Level, or to execute such Underworks as under the Circumstances of the Case shall appear to the said Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations best adapted for removing or diminishing the Danger arising from such level Crossing.

Lands for extraordinary Purposes.

29. The Company may purchase by Agreement any Quantity of Land not exceeding Three Acres for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845."

Period for compulsory Purchases limited.

30. The Powers of the Company for the compulsory Purchase or taking of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

31. 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 and the incorporated Acts granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised except as to so much of the said Railway as shall be then completed.

Security for Completion of Railway within Time limited.

32. 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, a Sum of Five thousand two hundred Pounds, being Eight *per Centum* upon the Amount of the Estimate of Expense of the Undertaking by this Act authorized, has been deposited with the Court of Chancery pursuant to the said Act in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Five thousand two hundred Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of that Sum, 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 said Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and

and if the said Period shall expire before the said Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Five thousand two hundred 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 two hundred Pounds shall have been executed by the said Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or such 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 two hundred Pounds if the said Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons or the Majority of 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.

Tolls.

33. The Company may demand any Tolls for the Use of the said Railway not exceeding the following; (that is to say,)

Tonnage on Articles.

In respect of the Tonnage of all Articles conveyed thereon, or upon any Part thereof, and included within the following Classes:

Class 1. For all Compost, Dung, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways,

Highways, *per* Ton *per* Mile not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding Three Farthings:

Class 2. For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Brick, 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 of Merchandise, *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding Three Farthings:

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

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

Class 5. And for every Carriage, of whatever Description (not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton), *per* Mile not exceeding Fourpence; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and if propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and the Sum of One Penny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

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 conveyed in or upon any such Carriage, *per* Mile not exceeding Threepence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding

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

Class 7. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, not exceeding Twopence *per* Mile; and if conveyed in any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny; and if such Carriage be propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding Three Farthings:

Class 8. For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per* Mile not exceeding One Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing; and if propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing.

Tolls for Passengers.

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

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

Regulations as to the Tolls.

34. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Articles or Persons conveyed on the Railway for a less Distance than the entire Length of the Line the Company may demand as for Three entire Miles:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand, in respect of Passengers, Tolls and Charges as for One Mile; and in respect of Animals, Minerals, and Articles, Tolls and Charges in proportion to the Number of Quarters of a Mile contained in such Fraction, and for this Purpose a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

35. And

Tolls for small Parcels and Articles of great Weight.

35. And with respect to small Packages and single Articles of great Weight, be it enacted, That, notwithstanding the Rates of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels on the Railway, as follows:

For any Parcel not exceeding Fourteen Pounds in Weight, Fourpence:

For any Parcel exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds in Weight, Sixpence:

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Ninepence:

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

Provided always, that Parcels sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Terms shall apply only to single Parcels in separate Packages:

For the Carriage of any Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence *per* Ton *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding Sixpence; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding Twopence:

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

Passengers Luggage.

36. Every Person travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum Rates of Charges for Passengers.

37. The maximum Rates of Charge to be made by the Company for the Conveyance upon the Railway, including the Tolls for the Use of the Railway, and of Carriages and for Locomotive, and every other Expense incidental to such Conveyance, shall not exceed the following Sums:

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

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

For every Passenger conveyed in a Third-class Carriage, forming Part of mixed Train, the Sum of One Penny Halfpenny *per* Mile.

Maximum Charges for Goods and Animals.

38. The maximum Rate of Charge to be made by the Company, including the Tolls for the Use of the Railway, and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the Amounts mentioned in the following Table; (that is to say,)

For the Matters herein-before mentioned under Classes 1 and 2, not exceeding Twopence *per* Mile:

For the Matters mentioned under Class 3, not exceeding Threepence *per* Ton *per* Mile:

For the Matters mentioned under Class 4, not exceeding Fourpence *per* Ton *per* Mile:

For any Carriage mentioned under Class 5, not weighing more than One Ton, not exceeding Sixpence *per* Mile; and if weighing more than One Ton, not exceeding One Penny Halfpenny *per* Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton above One Ton:

For everything mentioned under Class 6, not exceeding Fourpence *per* Mile:

For everything mentioned under Class 7, not exceeding Twopence Halfpenny *per* Mile:

For everything mentioned under Class 8, not exceeding One Penny *per* Mile.

Restriction as to Charges not to apply to Special Trains.

39. The Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required to run upon the Railway, but shall apply only to the Express and Ordinary Trains appointed or to be appointed from Time to Time by the said Company for the Conveyance of Passengers and Goods upon the said Railway.

Company may take increased Charges by Agreement.

40. Nothing herein contained shall be held to prevent the said Company from taking any increased Charges over and above the Charges herein-before limited for the Conveyance of Goods of any Description by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance of such Goods (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the said Company in relation to such Goods.

All Communications, &c. between the Railway and the Great Northern

41. All Communications between the Railway and the *Great Northern* Railway, and all Openings in the Rails of the *Great Northern* Railway, and all Works at and near that Railway which may be agreed on between the Two Companies for the Reception and Accommodation of the

Railway to be made, &c. under the Superintendence of their Engineer.

the Traffic of the Company hereby incorporated, and on what is now the Land of the *Great Northern* Railway Company, shall be made, and for ever maintained and kept in good Repair, at the sole Expense of the Company, and shall not only be in the first instance made, but shall also from Time to Time be altered, amended, repaired, and maintained by the Company under the Superintendence and Direction and to the Satisfaction of the Engineer of the *Great Northern* Railway Company, and in such Manner and by such Means only as shall not in anywise injure or prejudice the *Great Northern* Railway, or the Station, Works, or Property of the *Great Northern* Railway Company, or interfere with the Traffic on that Railway, or the free and uninterrupted Use thereof by that Company.

Signals, &c. to be erected and maintained, and Persons appointed by Great Northern Company to prevent Danger at Point of Junction.

42. The *Great Northern* Railway Company from Time to Time may erect such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Switchmen, or other Persons, as that Company deem necessary for the Prevention of Danger or Destruction to or Interference with Traffic at and near the Junction between the Railway and the *Great Northern* Railway; and the Working and Management of such Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of that Company; and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the Wages of such Watchmen, Switchmen, and other Persons, shall at the End of every Half Year be repaid by the Company to the *Great Northern* Railway Company, and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *Great Northern* Railway Company in any Court of competent Jurisdiction.

Communications between Railway and North-western Railway to be made under Superintendence of Engineer to London and North-western Company.

43. All Communications between the Railway and the *London and North-western* Railway, and all Openings in the Rails of the *London and North-western* Railway, and all Works at and near that Railway which may be agreed on between the Two Companies for the Reception and Accommodation of the Traffic of the Company, shall be made and for ever maintained and kept in good Repair at the sole Expense of the Company, and shall not only be in the first instance made, but shall also from Time to Time be altered, amended, repaired, and maintained by the Company under the Superintendence and Direction and to the Satisfaction of the Engineer of the *London and North-western* Railway Company, and in such Manner and by such Means only as shall not in anywise injure or prejudice the *London and North-western* Railway, or the Station, Works, or Property of the *London and North-western* Railway Company, or interfere with the Traffic on that Railway, or the free and uninterrupted Use thereof by that Company.

Signals, &c. to be erected, &c., and Persons appointed by London and North-western Railway Company.

44. The *London and North-western* Railway Company from Time to Time may erect such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Switchmen, or other Persons, as that Company may deem necessary for the Prevention of Danger or Obstruction to or Interference with Traffic at and near the Junction hereby authorized with the *London and North-western* Railway; and the Working and Management of such Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of that Company; and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the Wages of such Watchmen, Switchmen, and other Persons, shall at the End of every Half Year be repaid, on Demand, by the Company, and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *London and North-western* Railway Company in any Court of competent Jurisdiction.

Power to enter into Working Agreements.

45. It shall be lawful for the Company and the *Great Northern* Railway Company from Time to Time to enter into and make Agreements for and with reference to the working of the Traffic upon the Railways by this Act authorized.

During Continuance of Agreement Railway to be considered Part of Great Northern Railway.

46. During the Continuance of any Agreement under the Authority of this Act the Two Railways shall, for the Purposes of Tolls and Charges, be considered One Railway; and in estimating the Amount of Tolls or Charges in respect of Traffic conveyed partly on the Railway of the *Great Northern* Railway Company and partly on the Railway of the Company for a less Distance than Three Miles Tolls and Charges may only be charged as for Three Miles; and for each Mile or Fraction of a Mile beyond Three Miles as for One Mile only in respect of Passengers, and as for a Quarter of a Mile or any Fraction of a Quarter of a Mile beyond Three Miles as for One Quarter of a Mile in respect of Animals, Minerals, Goods, and other Traffic; and no other short Distance Charge than such as is herein-before mentioned shall be made in respect of the Traffic on the said Two Railways when worked under any such Agreement.

Agreement to be approved by Board of Trade, &c.

47. Any such Traffic or Working Agreement as is herein-before authorized may be and continue for such Period as may be agreed on, but no such Agreement shall have any Operation until the same shall have been approved of both as to the Period of its Continuance and in other respects by the Board of Trade, neither shall the same in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies, Parties thereto, shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company; but all other the Persons and

Companies

Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the said Agreement may relate upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Agreement had been entered into: Provided always, that the said Board shall not approve of any such Agreement as aforesaid without being satisfied that the same has been duly assented to by Shareholders of the Companies, Parties thereto respectively, in Special Meeting assembled for that Purpose, and holding at least Three Fifths of the Capital of the Company represented at such Meeting personally or by Proxy, such Shareholders being qualified to vote thereat in right of such Capital; provided also, that at the End of the first or any subsequent Period of Ten Years after the Date of any such Agreement, or of any Modification of any such Agreement, the Board of Trade may require the Companies who are Parties thereto to revise the said Agreement accordingly (but in the Interest of the Public only), and the said Board shall have Power to modify the same in such Manner as the Board may think necessary, and to declare such Modification to be Part of such Agreement, and the said Agreement shall be read and take effect accordingly.

Meetings, how to be convened.

48. All Meetings of the said Companies called to consider any such Agreement as aforesaid shall be called by Advertisements inserted for Two successive Weeks in a Newspaper published in *London*, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the Company so called as aforesaid, 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.

Joint Committees for Purposes of Traffic.

49. For the Purposes of any such Agreement the Companies may from Time to Time (if they think fit) appoint such Joint Committees, composed of such Number of their Directors respectively as they think fit, and may regulate the Proceedings of such Joint Committees, and may delegate to and confer on such Joint Committees all such Powers for carrying into effect such Agreements, or any of the Objects or Purposes thereof, as the Companies respectively think fit.

Powers of Joint Committees.

50. Every such Joint Committee shall have and may exercise the Powers so from Time to Time delegated to and conferred on them in like Manner as the same might be had and exercised by each of the Companies respectively or their respective Directors.

As to Settlement of Disputes by Arbitration.

51. If any Difference shall arise between the Companies or between their respective Representatives upon any such Joint Committee respecting any of the Objects and Purposes of any Agreement, or any other Matter

Matter whatsoever arising out of such Agreement, or out of the Provisions of this Act, not herein-before especially provided for, such Difference shall from Time to Time be referred to Arbitration in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration: Provided always, that it shall be lawful for the Companies in the first instance to agree on the Appointment of a single Arbitrator or Umpire, whose Award shall be binding on them.

Company to use Great Northern Railway, &c. between Hatfield Station and Point of Junction.

52. It shall be lawful for the Company to use with their Engines and Carriages so much of the Railway of the *Great Northern* Railway Company as is situate between the *Hatfield* Station of the *Great Northern* Railway and the Point of Junction between the Railway hereby authorized and the *Great Northern* Railway, including the said *Hatfield* Station, and all Sidings, Watering Places, and other Conveniences connected therewith; and the Payments to be made by the Company for such User and the Terms thereof shall be such as shall from Time to Time be agreed upon between the Company and the *Great Northern* Railway Company, or as, in case of Difference, shall be determined or prescribed by the Board of Trade, or by an Arbitrator appointed by that Board; and every Decision of such Arbitrator shall be open to Revision at the End of the First Five Years, or any subsequent Period of Five Years; and such Arbitrator shall from Time to Time have Power to require the *Great Northern* Railway Company to make such Arrangements and to provide such Accommodation and Conveniences for the Traffic of the Company as he shall think necessary and proper.

Company may use London and North-western Station at Saint Albans, and Portion of that Company's Railway.

53. The Company or the *Great Northern* Railway Company while working the Traffic of the Company may by and with their Officers and Servants, Engines and Carriages, use the *Saint Albans* Station of the *London and North-western* Railway Company, with the Sidings, Approaches, Works, and Conveniences connected therewith, and may run over, work, and use the intervening Portions of Railway of the *London and North-western* Railway Company between that Station and the intended Station of the Company at *Saint Albans*; and the *London and North-western* Railway Company from Time to Time shall afford to the Company or the *Great Northern* Railway Company while working the Traffic all proper and sufficient Facilities in that Behalf; provided that such Power shall not extend to the Use by the Company or the *Great Northern* Railway Company while working the Traffic of the Company of the Goods or Mineral Departments of the said *Saint Albans* Station of the *London and North-western* Railway Company for any of the Traffic of the Company or the *Great Northern* Railway Company while working the Traffic of the Company, and that the Company or the *Great Northern* Railway Company while working the Traffic shall not place their Officers or Servants in the Station of the *London and North-western* Railway Company at *Saint Albans*.

54. The

London and North-western Railway Company may use Company's Station at Saint Albans, and Portions of Company's Railway.

54. The *London and North-western* Railway Company may by their Officers and Servants, Engines and Carriages, use the intended Station of the Company at *Saint Albans*, with the Sidings, Approaches, Works, and Conveniences connected therewith, and may run over, work, and use the intervening Portions of Railway between that Station and the Station of the *London and North-western* Railway Company at *Saint Albans*, and the Company from Time to Time shall afford to the *London and North-western* Railway Company all proper and sufficient Facilities in that Behalf: Provided, that such Power shall not extend to the Use by the *London and North-western* Railway Company of the Goods or Mineral Departments of the said *Saint Albans* Station of the Company for any of the Traffic of the *London and North-western* Railway Company, and they shall not place their Officers and Servants in the said Station.

How Terms and Conditions of User to be settled.

55. The Terms and Conditions on which the Company or the *Great Northern* Company while working the Traffic of the Company shall be entitled to run over, work, and use in accordance with this Act the Portion of Railway and the Station of the *London and North-western* Railway Company at *Saint Albans*, and the Terms and Conditions on which the *London and North-western* Railway Company shall in accordance with this Act be entitled to run over, work, and use the Portion of Railway and the intended Station of the Company at *Saint Albans*, shall be such Terms and Conditions as the Company or the *Great Northern* Railway Company while working the Traffic of the Company and the *London and North-western* Railway Company shall from Time to Time agree upon, or, failing their Agreement, as shall from Time to Time be determined by Arbitration in accordance with the "Railway Companies Arbitration Act, 1859," by a single Arbitrator to be agreed on between them, or, failing their Agreement, to be on their or either of their Applications appointed by the Board of Trade.

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

56. It shall be lawful for the *Great Northern* Railway Company to subscribe towards and become Shareholders in the Undertaking to the Extent of Twenty thousand Pounds, and the Amount of their Subscription shall be permanently held by them; 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 Subscriptions 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 said Sum 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 and General Meetings which shall be regulated by the special Provisions herein-after contained) and be subject to all the Obligations and Liabilities of Proprietors of Shares

in the Company: Provided always, that until the Railway by this Act authorized shall have been completed and opened for the public Conveyance of Passengers it shall not be lawful for the said Company to transfer any of the Shares held by them of which the full nominal Amount shall not have been paid up.

And to vote at General Meetings.

57. The *Great Northern* Railway Company may, by Writing under their Common Seal, from Time to Time appoint any Person or Persons to attend any Meeting of the Company; and every such Person or Persons shall have all the Privileges and Powers attaching to other Shareholders at such Meetings, and may vote thereat in respect of the Capital held by the *Great Northern* Railway Company; and in the event of there not being any Representative of the *Great Northern* Railway Company present at such Meeting, the said Company may exercise all the Rights, Powers, and Privileges of voting at such Meeting by Proxy in the Mode prescribed by "The Companies Clauses Consolidation Act, 1845."

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

58. It shall be lawful for the *Great Northern* Railway Company from Time to Time, with the Consent of Three Fifths of the Votes of their Shareholders present, personally or by Proxy, at any General Meeting called for the Purpose, to raise for the Purpose of their said Subscription any Sums of Money not exceeding in the whole the said Sum of Twenty thousand Pounds by the Creation and Issue of new Shares or Stock in their Capital of such nominal Amount, to such Persons, on such Terms, and bearing (if the said Company shall think fit) a preferential Dividend at such Rate not exceeding Five Pounds *per Centum per Annum* as the said Company may appoint, and such new Shares or Stock shall in other respects be subject to the same Provisions as and become Part of the general Capital of the said Company: Provided always, that any Priority of Dividend which may be granted in respect of such new Shares or Stock shall not prejudice or affect any Guarantee, Preference, or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been granted by the said Company in pursuance of or which may have been granted or confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting; provided that the Terms and Conditions to which the Preference is subject shall be clearly stated in the Certificate of every Share to which the Preference attaches.

Payment of preferential Dividend.

59. The preferential Dividend (if any) on any new Share, or, as the Case may be, on a new Share of any Class, shall be payable half-yearly out of the Profits of every Year applicable for the Payment of Dividends, and in priority to the Dividend on the ordinary Shares and on the other Shares (if any) subject to the Preference of the respective new Share; but if and whenever the Profits of any Year ending with the Thirty-first Day

Day of *December* applicable for the Payment of Dividend on the respective new Shares are insufficient for the Payment in full of the preferential Dividend thereon for that Year, the Deficiency (or any Part thereof) shall not be paid or payable by the Company wholly or in part out of the Profits of any subsequent Year, or out of any other Funds of the Company.

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

60. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made or the said 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, or to the Conveyance of small Parcels by Railways, now in force or which may hereafter pass during the present 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 by this Act, or of the Rates of Fares and Charges authorized by this Act, or of the Rates for small Parcels.

Expenses of Act.

61. All the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.

LONDON:
Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1862.