ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. clii.

An Act for making a Railway from the *London and North-western* Railway at *Boxmoor* to *Hemel Hempsted* in the County of *Hertford*; and for other Purposes. [13th *July* 1863.]

WHEREAS the making of a Railway from the *London and North-western* Railway, near to the *Boxmoor* Station of that Railway, to *Hemel Hempsted* in the County of *Hertford*, would be of great local and public Advantage: And whereas the Persons hereinafter 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. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Hemel Hempsted and London and North-western* Railway Act, 1863."

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

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

23 & 24 Vic c. 106. incorporated.

Acts Amendment Act, 1860," and "The Railway Clauses Consolidation Act, 1845," shall, so far as the same are not expressly varied by or inconsistent with the Provisions of this Act, be incorporated with and form Part of this Act.

Interpretation of Terms.

3. The Expression "Superior Court," or "Court of competent Jurisdiction," or any other like Expression in this Act or the Acts 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.

Subscribers incorporated.

4. *John Barrow*, *Henry Balderson*, and all other Persons and Corporations who have already subscribed or may hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway herein-after described, with proper Works and Conveniences in connexion therewith, and for other the Purposes of this Act, and for such Purposes are by this Act incorporated by the Name of "The *Hemel Hempsted and London and North-western* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, take, hold, and dispose of Lands and Hereditaments for the Purposes of the Undertaking, subject to the Restrictions herein and in the incorporated Acts contained.

Capital.

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

Calls.

6. Three Pounds *per* Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and the aggregate Amount of all Calls made in any One Year shall not exceed Three Fourths of the nominal Amount of a Share.

Power to borrow on Mortgage.

7. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Six thousand six hundred Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Twenty thousand Pounds is subscribed for, and One Half Part is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been subscribed for or taken, and is held by the Subscribers or their Assigns, and that for such Capital such Subscribers or their Assigns are legally liable: Provided always, that all and every Part of the Money raised under this Act, whether

whether by Shares or Mortgage, shall be applied only to the Purposes authorized by this Act.

Arrears may be enforced by Appointment of a Receiver.

8. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver in the event of the Principal Money due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom the Application for such Receiver shall be made shall not be less than One thousand Pounds in the whole.

First and other Meetings.

9. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act.

Number and Qualification of Directors.

10. The Number of Directors of the Company shall be Five, and the Qualification of each Director shall be the Possession in his own Right of Ten Shares in the Undertaking.

First Directors.

11. *John Barrow*, *Henry Balderson*, *James Stuart Tulk*, *John Rennie Fulton*, and *Charles Lempriere* shall be the First Directors of the Company.

Election of Directors.

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

Quorum.

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

Newspaper for Advertisements.

14. The Newspaper for Advertisements shall be any Newspaper published in the County of *Hertford*.

Power to make Railway according to deposited Plans.

15. Whereas Plans and Sections of the Railway and Works showing the Line and Levels thereof respectively, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners and Lessees and Occupiers, of the Lands through which the same respectively are intended to pass or be made, have been deposited with the Clerk of the Peace for the County of *Hertford*: Therefore, subject to the Provisions of this Act, the Company may make and maintain the Railway and Works in the Line and upon the Lands delineated on those Plans and described in that Book of Reference, and according to the Levels described on those Sections, and may enter upon, take, and use such of those Lands as shall be necessary for that Purpose.

16. The

Railway and Works.

16. The Railway by this Act authorized is the following; (to wit,) A Railway commencing by a Junction with the *London and North-western* Railway in the Parish of *Hemel Hempsted* in the County of *Hertford* at or near the *Boxmoor* Station on that Railway, and terminating in the said Parish of *Hemel Hempsted* near to and on the South Side of the Road leading from *Hemel Hempsted* to *Bury Mill End*.

Power to alter Engineering Works.

17. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described on the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections, instead of a Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to them upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided, that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railway Clauses Consolidation Act, 1845."

Junction with London and North-western Railway.

18. The Company shall make the Junction with the *London and North-western* Railway by means of a Siding at such Place as the *London and North-western* Railway Company shall agree to, and not otherwise; and all Works required for effecting a Junction or Junctions upon or affecting the Lands or Works of the *London and North-western* Railway Company shall be made according to the Plans first approved by the Engineer of that Company, and shall be executed under his Superintendence and Control, and at the Expense of the Company.

Company not to interfere with the Property of Railway joined.

19. The Company shall not enter upon, take, or use any of the Lands or Property of the *London and North-western* Railway Company, or in any Manner vary or alter the Undertaking of that Company, or of any of the Works appertaining thereto, except for the Purpose of making such Junction as aforesaid, without the previous Consent in Writing of such last-mentioned Company.

Signals, &c. to be erected and Persons

20. The *London and North-western* Railway Company may from Time to Time erect, maintain, and alter such Signals and Conveniences incident

incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons, as they may deem necessary for the Prevention of Danger to, Detention of, or Interference with the Traffic at or near the said Junction; and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Persons, whether on the Land of the said *London and North-western* Railway Company or on the Land of the Company, shall belong exclusively to the *London and North-western* Railway Company; and all the Expense during each Half Year of erecting, altering, repairing, and maintaining such Signals, Works, and Conveniences, and of the Wages of such Watchmen, Pointsmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company to the *London and North-western* Railway Company, as the Case may be, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

appointed by London and North-western Company at Point of Junction.

21. And whereas the said Railway is intended to be carried over the *Grand Junction* Canal at a Point between the Lock on the said Canal numbered 64 and the Bridge over the said Canal numbered 151, whereby the Canal and Towing-paths thereof at the Place above mentioned may be affected and the Trade on the said Canal interrupted: And whereas the said Railway is also intended to be carried over the River *Bulborne*, belonging to the Company of Proprietors of the *Grand Junction* Canal (herein-after called "the *Grand Junction* Canal Company"), at a Point immediately above their Mill at *Two Waters*, whereby the Flow of Water in the said River may be impeded to the Injury and Damage of the *Grand Junction* Canal Company, and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said Canal, or to the free Navigation thereof, or to the Flow of Water in the said River: Be it therefore enacted, That, except as is by this Act expressly provided, nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Grand Junction* Canal Company, or authorize or empower the Company to alter the Line or Level of the said Canal or Towing-path thereto or any Part thereof, or of the said River or any Part thereof, or to obstruct the Navigation of the said Canal or any Part thereof, or the Flow of Water in the said River, or to divert any of the Waters in the said Canal or River, or any of the Waters which supply the said Canal or River, or to injure any of the Works of the said Canal; and it shall not be lawful for the Company to make any Deviation from the Course or Direction of the centre Line of the said Railway delineated on the Plan thereof deposited with the Clerk of the Peace for the County of *Hertford*, by which Deviation any Locks, Lock-houses, Side-ponds, Bridges, or Feeders, or other Property belonging to the

Saving Rights of the Grand Junction Canal Company.

the *Grand Junction* Canal Company, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the *Grand Junction* Canal Company in Writing under their Common Seal first had and obtained.

Directing the Mode of constructing the Bridge over the Grand Junction Canal.

22. In carrying the said Railway over the said Canal the Company shall and they are hereby required at their own Expense, and to the Satisfaction of the Engineer for the Time being of the *Grand Junction* Canal Company, to make and at all Times for ever thereafter to maintain and keep in perfect Repair at the said Crossing thereof a good and substantial Bridge over the said Canal and the Towing-path thereof, with proper Approaches to such Bridge, and the Soffit of the Arch of such Bridge shall be at least Ten Feet above the ordinary Top-water Level of the said Canal at the Centre of the Waterway, and no Part of the Arch over the Towing-path shall be less than Ten Feet above the said Top-water Level of the said Canal, and the Span of the Arch of the said Bridge shall be such as shall leave under such Bridge a clear and uninterrupted Width of Waterway and Towing-path of Thirty Feet at the least, measured at Right Angles to the Course of the Waterway and Towing-path of the said Canal.

Directing the Mode of constructing the Bridge over the River Bulborne.

23. In carrying the Railway over the said River the Company shall and they are hereby required, at their own Expense, and to the Satisfaction of the Engineer for the Time being of the *Grand Junction* Canal Company, to make and at all Times for ever thereafter to maintain and keep in perfect Repair at the said Crossing thereof a good and substantial Bridge over the said River, with proper Approaches to such Bridge, and the Soffit of the Arch of such Bridge shall be at least Five Feet above the ordinary Top-water Level of the said River at the Centre of the Waterway, and the Span of the Arch of such Bridge shall be such as shall leave under such Bridge a clear and uninterrupted Width of Waterway of Thirty Feet at the least, measured at Right Angles to the Course of the Waterway of the said River *Bulborne*.

In case of Obstruction to the Grand Junction Canal.

24. If in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works of the said Bridges over the said Canal and River, or either of them, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal or River, it shall happen that the Waterway of the said Canal or of the said River or the Towing-path of the said Canal shall be so obstructed that Boats or other Vessels navigating or using the said Canal shall be impeded in their Passage, or shall not be able to pass along the same, or that the Flow of the Water in the said River shall be diverted or obstructed, then and in such Case the Company shall pay to the *Grand Junction* Canal Company as or by way of ascertained Damages the Sum

Sum of Ten Pounds for every Hour during which any such Impediment shall continue, and so in proportion for any less Time than One Hour: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or Persons employed by the Company, the Company shall pay to the *Grand Junction* Canal Company the Sum of Twenty Pounds for every Hour during which the Obstruction shall continue as or by way of ascertained Damages, and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Secretary or any of the Directors of the Company, the *Grand Junction* Canal Company may sue for and recover the same, together with full Costs of Suit, against the Company by Action at Law in any Court of Law now or hereafter to be established; and in case the Bridge to be erected for carrying the said Railway over the said Canal or the Towing-path Walls under the said Bridge, or the Bridge for carrying the said Railway over the said River, or the Approaches, Sides, Slopes, or Banks of the said Railway next to the said Canal or River, or any of them or any Part thereof, shall not be kept in good Repair, it shall be lawful for the *Grand Junction* Canal Company to do the needful Repair, and to recover the Amount of the Expenses of such Repair from the Company by Action at Law, with full Costs of Suit, in any Court of Law now or hereafter to be established: Provided also, that nothing herein contained shall extend to prevent the *Grand Junction* Canal Company from recovering against the Company any special Damage that may be sustained by the *Grand Junction* Canal Company on account of the Acts or Defaults of the Company in respect of which the said Penalties are imposed beyond the Amount of such Penalty or Penalties, and the *Grand Junction* Canal Company are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the Company, and an Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the Company, and the same shall be deducted from the Amount of Damages to be recovered by the *Grand Junction* Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums of Money so paid, then and in such case Judgment shall be given for the Company; and no Action shall be maintainable by the *Grand Junction* Canal Company against the Company for the Recovery of any Penalty or Penalties after any Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

25. The

Purchase of Lands for extraordinary Purposes.

25. The Company may purchase by Agreement for extraordinary Purposes any Quantity of Land not exceeding in the whole Two Acres.

Powers for compulsory Purchases limited.

26. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years after the passing of this Act.

Period for Completion of Works.

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

Money deposited in Bank of England to remain there until Railway opened, or certain Proofs given.

28. 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 One thousand seven hundred and twenty-one Pounds Bank *3l. per Cent.* Annuities 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, and in respect of the Application for this Act, being equal to One thousand and six hundred Pounds, Eight *per Cent.* on the Amount of the Estimate of the Expenses of the Railways authorized by this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum so deposited 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 Completion of the Railway hereby authorized to be made, 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 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 the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the Sum of Money so deposited as aforesaid, 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 be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred

transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that if at any Time after the passing of this Act a Bond in twice the Amount of the said Sum of One thousand and six 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 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 if the Company shall not within the Time limited for the Completion of the Railways either open the Railways 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 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 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.

Tolls

29. The Company may demand any Tolls for the Use of the Railway not exceeding the following; (to wit,)

On Goods and Merchandise.

1. In respect of the Tonnage of all Articles conveyed upon the Railway, or any Part thereof, as follows:

Class 1. For all Dung, Compost, Coals, Cinders, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; 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 Coke, Culm, Charcoal, and all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other

other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; 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, Meal, Bread, Potatoes, Hay, Straw, Flax, Tow, Linen or Cotton Yarn, Hides, Dyewoods, Earthenware, Timber, Staves and 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, Drugs (except Vitriol), 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* Ton *per* Mile not exceeding Fourpence; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company, a further Sum *per* Mile not exceeding Twopence; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding Twopence; 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 so conveyed may weigh.

On Passengers and Cattle.

2. In respect of Passengers and Animals 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, a further Sum *per* Mile not exceeding One Penny:

For every Horse conveyed in or upon any Carriage belonging to the Company not exceeding Threepence *per* Mile; 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, a further Sum *per* Mile not exceeding One Penny:

For every Ox, Cow, Bull, or Neat Cattle 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 Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Mile not exceeding Three Farthings:

For every Calf or 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, a further Sum *per* Mile not exceeding One Farthing.

Maximum Charges.

30. Provided always, That notwithstanding anything herein-before contained, the maximum Charges to be made by the Company in respect of all the Tolls and Charges for the Use of the Railway, and of Carriages and for the locomotive Power, and every other Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for delivering and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company), shall not exceed the Amounts following; (to wit,)

In respect to the Carriage of Articles conveyed upon the Railway or any Part thereof, as follows:

For all Matters herein-before mentioned under Class 1, One Penny Halfpenny *per* Ton *per* Mile:

For all Matters mentioned under Class 2, Twopence *per* Ton *per* Mile:

For all Matters mentioned under Class 3, Threepence *per* Ton *per* Mile:

For all Matters mentioned under Class 4, Fourpence *per* Ton *per* Mile:

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

In respect to Passengers and Animals conveyed in Carriages upon the Railways, as follows:

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

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

For every Passenger conveyed in a Third-class Carriage the Sum of Three Halfpence *per* Mile:

For every Horse, Mule, Ass, or other Beast of Draught or Burden the Sum of Fourpence *per* Mile:

For every Ox, Cow, Bull, or Neat Cattle the Sum of Twopence Halfpenny *per* Mile:

For every Calf, Pig, Sheep, or Lamb, or other small Animal, the Sum of One Penny *per* Mile.

As to Stations to be considered Terminal Stations.

31. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Regulations as to Tolls.

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

For Articles or Persons conveyed on any Part of the Railway the Company may demand Tolls as for Two Miles:

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.

Tolls for small Parcels and single Articles of great Weight.

33. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand any Tolls not exceeding the following; (that is to say,)

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

For any Parcel exceeding Fourteen Pounds in Weight 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:

For any Parcel exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit: Provided always, that Articles 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

small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any Boiler, Cylinder, 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 such Sum as they think fit not exceeding Sixpence *per* Ton *per* Mile:

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

Passengers Luggage.

34. Every Passenger 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.

Restriction as to Charges not to apply to Special Trains.

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

Company may take increased Charges by Agreement.

36. This Act or anything therein contained shall not prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either by reason of any special Service performed by the Company in relation thereto, or in respect to the Conveyance of any Goods (other than small Parcels) by Passenger Trains.

Provision for Arbitration.

37. All Matters in difference between the Company and the *London and North-western* Railway Company by this Act directed to be settled or determined by Arbitration, or as to the Construction or Effect of the preceding Enactments, or the Performance or Observance or Non-performance or Non-observance of any of the Provisions thereof, shall as and when the same arise be referred to and determined by Arbitration in the Manner provided by "The Railway Companies Arbitrator Act, 1859," and as if the Two Companies had agreed to refer the same to Arbitration in accordance with that Act, and the Arbitrator or (as the Case may be) the Arbitrators and Umpire shall be at liberty to make Awards from Time to Time on any Part of the Matters referred to him or them.

Power to enter into Traffic and

38. The Company on the one hand and the *London and North-western* Railway Company on the other hand may from Time to Time enter into and

Station Arrangements.

and carry into effect, and from Time to Time alter, rescind, or renew, any Contracts with respect to the following Purposes or any of them, and all Matters incidental; (that is to say,)

The Maintenance, Management, and working by the *London and North-western* Railway Company of all or any Part of the Railway of the Company, and of all or any of the Stations, Works, and Conveniences belonging to the Company, and the Costs and Expenses thereof:

The Collection, Regulation, Management, Interchange, Protection, Transmission, and Delivery by the *London and North-western* Railway Company of the whole or any Part of the Traffic upon the Railway or any Part of the Railway of the Company:

The Division and Appointment of such Traffic between the contracting Companies:

The Supply, Maintenance, and Use of any Rolling or Working Stock and Plant required for such Purposes, and the Employment of Officers and Servants:

The Collection and fixing of the Tolls, Rates, and Charges to be levied or taken in respect of the Traffic conveyed over the Railway of the Company, or any Part thereof, not exceeding the maximum Tolls, Rates, and Charges authorized by this Act:

The Division, Appropriation, and Distribution of the Tolls and other Receipts arising from the Traffic of the Railway of the Company, or any Part thereof respectively, subject to any Deductions to be made therefrom, or any Rent or other Consideration to be paid by either of the contracting Companies to the other of them by virtue of such Contract:

The Rent and other Payments and Allowances, periodical or otherwise, to be paid or allowed by either of the contracting Companies to the other of them, and the Appropriation thereof.

Agreements to be approved by Board of Trade.

39. No such Contract, save only so far as it might be entered into under the Provisions of "The Railways Clauses Consolidation Act, 1845," incorporated with this Act, or any other General Statute or Law from Time to Time in force, and applicable to the contracting Companies respectively, shall have any Operation until the same shall have been approved of by the Board of Trade; and no such Contract shall in any Manner alter or affect, increase or diminish, any of the Tolls, Rates, or Charges which those Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or from any other Company, but all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of the Railways, Stations, and Works to which the same Contract may relate upon the same Terms and Conditions, and on Payment of the same Tolls,

Not to affect Persons not Parties thereto.

Rates,

Rates, and Charges, as they would have been in case no such Contract and Arrangement had been entered into.

Assent of Shareholders.

40. The Board of Trade shall not approve any such Contract as aforesaid until it has been duly assented to by Three Fifths of the Votes of the Shareholders of each Company Party thereto respectively at Special Meetings convened with Notice of this Object of the Meeting.

Meeting how to be convened.

41. Such Meetings shall be called by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County of *Hertford* in which the principal Office of the Company is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by Circular addressed to each Shareholder entitled to vote at Meetings of such Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Agreements between Companies may be revised by Board of Trade.

42. Provided always, That at the Expiration of the first of any subsequent Period of Ten Years from the making of any such Contract as aforesaid, or of any Revision of any such Contract, it shall be lawful for the Board of Trade, if they think fit, to cause the same (so far as it relates to Traffic) to be revised, and the Board of Trade shall have Power to declare any Modification required by that Board to be Part of such Contract, and thenceforth such Contract shall be construed and take effect accordingly.

Notice of Revision.

43. The Company previously to the Expiration of each such decennial Period shall give such Notice as the Board of Trade shall prescribe that that Board has such Power and is about to enter upon such Revision, and will entertain Complaints with a view to the Removal of any Evil resulting from any such Contract.

Saving Rights of the London and North-western Railway Company.

44. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *London and North-western* Railway Company otherwise than is herein expressly provided.

Interest not to be paid on Calls paid up.

45. 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 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 this Act shall not prevent the Company from paying to any Shareholder such Interest

on

on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

46. 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 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 execute any other Work or Undertaking.

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

47. This Act or anything therein contained shall not exempt the Railway from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or of the Tolls of small Parcels authorized by this Act.

Expenses of Act.

48. The Costs and Expenses of obtaining and passing this Act, or preparatory or incidental thereto, shall be paid by the Company.

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