ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cxc.

An Act to authorize the Construction of a Railway in *Middlesex*, to be called "The *Midland and South-western Junction* Railway."

[14th *July* 1864.]

WHEREAS the making of a Railway from the *North and South Western Junction* Railway at *Acton* to the autho rized Extension to *London* of the *Midland* Railway at *Hendon* would be attended with great local and public Advantage: And whereas the estimated Expense of the said Railway is Ninety thousand Pounds, and the Persons herein-after named, with others, are willing, at their own Expense, to construct the said Railway: And whereas a Plan and Section of the Railway showing the Line and Levels thereof, with a Book of Reference to the Plans containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of the Lands through which the said Railway will pass, have been deposited with the Clerk of the Peace for *Middlesex:* And whereas it is expedient that the *Midland* Railway Company should be empowered to work the said Railway, and to subscribe thereto: And whereas the Purposes aforesaid cannot be accomplished without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by

the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

1. "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 Act, 1860," and Part 1 (relating to Construction of a Railway), and Part 3 (relating to Working Agreements) of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act.

Interpretation of Terms.

2. In this Act the Words "the Company" shall mean the Company incorporated by this Act, and the Words "the Undertaking" or "the Railway" shall mean the Railway and the Works connected therewith by this Act authorized to be constructed, and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or the Acts incorporated herewith, shall 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.

3. *Charles Kemp Dyer*, *John Charles Morice*, *George Charles Ring*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertaking, and such Company shall be incorporated by the Name of "The *Midland and South-western Junction* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained, and their Undertaking shall be called "The *Midland and South-western Junction* Railway."

Capital.

4. The Capital of the Company shall be Ninety thousand Pounds, and shall be divided into Nine thousand Shares of Ten Pounds each.

Shares not to issue until One Fifth Part paid up.

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

Calls.

6. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three

Three Months at the least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share.

Power to borrow on Mortgage.

7. The Company may borrow on Mortgage any Sums not exceeding in the whole Thirty thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Ninety thousand Pounds shall have been subscribed for *bonâ fide*, and One Half thereof shall have been actually paid up, and until the Company 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 that every Share is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, and that all the Shares have been issued and Twenty *per Centum* at least paid up on each separate Share.

Application of Capital.

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

Arrears may be enforced by Appointment of a Receiver.

9. The Mortgagees of the Company may 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 Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Three thousand Pounds in the whole.

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

10. It shall be lawful for the *Midland* Railway Company to subscribe towards and become Shareholders in the Undertaking to any Extent not exceeding Thirty thousand Pounds; and the said Company may, with the Authority of Three Fifths of their Shareholders present, personally or by proxy, at a General Meeting specially convened for the Purpose, contribute and apply in Payment of their said Subscription any Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their Undertakings, 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 at 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

Shares in the Company: Provided always, that it shall not be lawful for the said Company to transfer any of the said Shares in respect of which they shall have raised further Capital.

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

11. It shall be lawful for the *Midland* Railway Company from Time to Time to raise, for the Purpose of their said Subscription, any Sums of Money not exceeding in the whole the said Sum of Thirty thousand Pounds by the Creation and Issue of new Shares, and such new Shares may be either ordinary or preferential, or Part ordinary and Part preferential, as the *Midland* Railway Company may from Time to Time determine; and Part II., relating to additional Capital of "The Companies Clauses Act, 1863," shall extend and apply to the additional Capital so authorized to be raised by the said Company.

As to Amount and Issue of new Shares by Midland Company.

12. If at the Time of the Creation by the *Midland* Railway Company of new Shares under this Act the then existing ordinary Consolidated Stock in the said Company be at a Premium, or of greater actual Value (according to the Market Price thereof in the City of *London*) than the nominal Value thereof, such new Shares shall be of such Amounts (not other than an integral Number of Pounds Sterling *per* Share) as will allow the same to be conveniently apportioned among the then Holders of all Shares or Stock in the said Company (other than and except Shares or Stock to which any guaranteed or preferential Dividend of a fixed Amount, without further Participation in the Profits of the said Company, shall have been assigned) in proportion to the Number of Shares or Amount of Stock held by them respectively, and such new Shares may be either of One Class or of different Classes; and the Directors of the said Company may from Time to Time (but subject to the Provisions of this Act) fix the Amounts and Times of Payment of the Calls on the new Shares created under the Powers of this Act; and every Holder of Shares or Stock in the said Company at the Time of such Creation as aforesaid (other than and except as aforesaid) shall, in such Proportion as aforesaid, be entitled to an Allotment of the new Shares according to the Provisions of this Act; and no Holder of any Shares or Stock entitled to a fixed Amount of Dividend, without further Participation in the Profits of the said Company, shall be entitled to any Apportionment of any such new Shares.

Votes in respect of new Shares created by Midland Company.

13. The *Midland* Railway Company may from Time to Time, if they think fit, attach to all or any new Shares or any Class of new Shares created by them under the Powers of this Act any total or partial, permanent or temporary, Restrictions of the Rights of voting and other Qualifications of the Holders thereof.

14. All

Shares of same Class to have like Privileges.

14. All Shares of the same Class created by the *Midland* Railway Company under this Act shall be of like Amount, and shall confer like Privileges, and shall bear like Dividends or Interest, and be subject to like Restrictions (if any).

Vesting or other Disposition of new Shares.

15. All new Shares created by the *Midland* Railway Company under this Act shall vest in and belong to the then Shareholders who shall accept the same, and pay the First Instalment thereon to the Amount and at the Time which shall be fixed by the Directors, and specified in the Letter offering the new Shares; and it shall not be lawful for the *Midland* Railway Company to issue any such new Share, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Shares not accepted may be disposed of by Midland Company.

16. If any Shareholder for One Month after such Offer of new Shares fail to accept the same, and pay the First Instalment called for in respect thereof, then the *Midland* Railway Company may authorize the Directors to dispose of the same in such Manner as they may deem most for the Advantage of the said Company.

Qualifications of new Shares.

17. Except as by or under the Powers of this Act otherwise provided, all new Shares issued by the *Midland* Railway Company under the Powers of this Act shall, in proportion to the aggregate Amount from Time to Time paid up on the new Shares held by the same Person at the same Time, entitle the respective Holders thereof to the same Dividends and Profits, and confer on them the like Qualifications and the like Rights of voting, as the like Amount paid up on existing Shares or Stock of the said Company (other than and except as aforesaid): Provided always, that unless otherwise determined by the Meeting sanctioning the new Shares, no Person shall be entitled to vote in respect of any of the new Shares to which fixed or preferential Dividend or other special Advantages shall be assigned.

Power for Midland Company to raise Capital under any other Act of this Session and this Act by new Shares of One Class.

18. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the *Midland* Railway Company be authorized to raise any Capital by new Shares, then, subject to the Provisions of the other Act and this Act respectively, the said Company, if they think fit, may raise by the Creation and Issue of new Shares of one and the same Class all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares.

Saving Rights of existing

19. This Act or anything therein contained shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend

Preference Shareholders.

dend on any other Shares or Stock which shall have been granted by the *Midland* Railway Company in pursuance of or which may have been confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting, or any Dividend on any *Midland* Mortgage, Preference Shares, or Stock, or any Payment in respect of *Midland* Annuities.

Application of Monies raised by Midland Railway Company.

20. All the Monies which the *Midland* Railway Company may raise under the Powers of this Act shall be applied to no other Purpose than the before-mentioned Contribution.

As to voting of Midland Railway Company.

21. The *Midland* Railway Company, if they hold Shares of the Company, may, by Writing under their Common Seal, from Time to Time appoint a Person to attend on their Behalf any Meeting of the Company; and every such Person 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 *Midland* Railway Company; and in the event of there not being any Representative of the said Company present at such Meeting, the said Company may exercise all the Rights, Powers, and Privileges of voting by proxy at such Meeting in the Mode prescribed by "The Companies Clauses Consolidation Act, 1845."

First and other Meetings.

22. 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 in the Months of *February* or *March* and *August* or *September* in every Year.

Quorum of General Meetings.

23. The Quorum of General Meetings of the Company shall be Five Shareholders present, personally or by proxy, holding in the aggregate not less than Ten thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

24. The Number of Directors shall be Three, and the Qualification of a Director shall be the Possession in his own Right of Ten Shares in the Undertaking.

Power to increase the Number of Directors.

25. It shall be lawful for the Company from Time to Time to increase the Number of Directors, provided that the increased Number be not more than Five.

First Directors.

26. *Charles Kemp Dyer*, *John Charles Morice*, and *George Charles Ring* shall be the First Directors of the Company, and 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 the Directors appointed

appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter 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 nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845."

Such Directors to continue in Office until First Meeting after passing of Act.

27. The Quorum of a Meeting of Directors shall be Two whilst the Number of the Directors is Three, and Three when the Number of the Directors shall be more than Three.

Quorum.

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

Power to make Railway according to deposited Plan.

29. The Railway by this Act authorized, and which will be wholly situate in *Middlesex*, will commence at *East Acton* in the Parish of *Acton* by a Junction with the *North and South Western Junction* Railway, and terminate in the Parish of *Hendon* by a Junction with the *Midland* Railway Extension to *London* (authorized in the last Session of Parliament) in or near a Field numbered 28 in the same Parish on the Plans deposited with the Clerk of the Peace for *Middlesex* with relation to the said Extension.

Describing Railway.

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

Lands for extraordinary Purposes.

31. Whereas it is proposed to carry the Railway under the *Harrow Road* and also under the *Edgware Road*: And whereas the said *Harrow Road* and *Edgware Road* are both Turnpike Roads under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*: Therefore it shall not be lawful in any way to interfere with or alter the present Line or Level of the said *Harrow*

Works to be done in respect of the Metropolis Turnpike Roads.

Harrow Road, and it shall not be lawful to raise the Level of the said *Edgware Road* more than Seventeen Feet, and the same Road when raised shall be carried from the Surface thereof over the Crown of the Arch of the Bridge supporting the same Southward at One uniform Inclination of One Foot in Fifty Feet, and Northward so as to incline at One uniform Inclination until it shall meet the Surface of the same Road at the End of the Lane leading to *Dolby's Hill*; and the Arches of the Bridges carrying the said Turnpike Roads over the said Railways shall be of Length enough to support the present Width of the Turnpike Roads and Footpaths over the same respectively, and not less than Sixty Feet measured on the Square, and shall have not less than Eighteen Inches of Earth and Road Materials between the Crown of the Arch and the Surface of the Turnpike Road over the same; and the said Turnpike Roads shall have Parapet Walls on each Side thereof to the full Length or Span of the Bridges and Arches under the said Turnpike Roads respectively, and from both Ends of all such Parapet Walls Screen Walls or Close Fences shall be made and carried for One hundred and fifty Feet in continuation of such Parapet Walls along both Sides of the said Turnpike Roads; and all such Parapet Walls, Screen Walls, and Close Fences shall be throughout of the Height of Six Feet Six Inches at least above the Level of the Centre of the Surface of the Road by the Side of which they shall be made and carried; and good and substantial Fences shall be erected and placed in continuation of such Screen Walls or Close Fences on both Sides of the *Edgware Road* when raised to the full Extent of the Alteration of the same Road; and over all the said Bridges and Arches, and for One hundred Feet on each Side thereof, Granite Curbs of Twelve Inches by Eight, and paved Water Channels Eighteen Inches wide, shall be set at the Edges of all Footpaths by the Side of the said Turnpike Roads; and the *Harrow Road* and Footpaths, or so much thereof as shall be disturbed or interfered with by the Works of the Company, shall be restored and made good; and the *Edgware Road* where raised shall be of the same Width and in the same Line as the present Turnpike Road and Footpaths so to be raised, and so much thereof shall be formed as hard Road and so much as raised Footpath; and the said Road and Footpaths shall be made of such Materials and of such Quantity and Quality of each Material as shall be required by the General Surveyor of the said Commissioners; and the Slopes of the Embankments of the raised Road and Footpaths shall not be steeper than Two to One; and in all Cases in which the Drainage of either of the said Turnpike Roads is interfered with or affected by any Works of the Company, the same Turnpike Roads shall be well and effectually drained by new Sewers, if necessary, and by all necessary connecting Drains, Gullies, Cesspools, and Gratings; and the Company shall at their own Expense, and to the Satisfaction

Satisfaction of the said General Surveyor, do all the Works hereinbefore required to be done in respect of the said Turnpike Roads, and provide all the Materials necessary for such Works, and shall at the like Expense and to the like Satisfaction for ever hereafter maintain the said Bridges, Arches, Embankments, Parapet Walls, Screen Walls, Close and other Fences, and Sewers.

For the Protection of the Roads during Progress of Works and afterwards.

32. It shall not be lawful for the Company to commence any Works connected with or affecting either of the said Turnpike Roads until Ten Days after the Company shall have given Notice of their Intention so to do, and shall have delivered Plans and Drawings of the same to the General Surveyor of the said Commissioners, and shall have explained in Writing to him in what Way it is proposed to carry on such Works; and as to the Road interfered with, if the General Surveyor shall require a sufficient temporary Road to be made by the Company instead of the Road to be interfered with, then the Company shall make and substitute such sufficient temporary Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Road, and be liable to the same Penalties for failing to make or after Notice to maintain such substituted Road as is and are provided by "The Railways Clauses Consolidation Act, 1845," with respect to substituted Roads and the Failure to make the same; and unless such temporary Road shall be required the Company shall during the Progress of their Works at all Times keep open and uninterrupted for the Traffic of the Public a clear Width in all Places of Twenty-five Feet of the present Road; and all necessary Measures of Precaution for the public Safety during the Progress of the Works of the Company, including the fencing of the Works, and lighting and watching the same, shall be adopted by and at the Expense of the Company; and the Company shall be answerable for all Accidents and Damages which may happen by reason of any of the said Works of the Company, and shall save harmless the said Commissioners in respect thereof; and the Company shall finish and complete all Works, Matters, and Things connected with the crossing of the Roads, and give or restore to the Public the uninterrupted Use of the same Roads and Footpaths, within Six Months from the Day on which the same Roads respectively shall be first interfered with; and all such Works shall be done under the Direction and Superintendence from Time to Time and to the Satisfaction of the General Surveyor, and the Materials thereof shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Descriptions respectively as shall be approved of by the General Surveyor; and in case the Company shall fail to do or to maintain and repair any Works according to the Provisions herein-before contained, and the Company shall not, upon being by the General Surveyor required

required so to do, proceed forthwith to do or to repair such Works to his Satisfaction, then and in any of such Cases it shall be lawful for the General Surveyor to cause all such Works and Repairs to be done and made as he in his Discretion shall think fit; and all Costs and Expenses of such Works and Repairs shall be paid, on Demand, by the Company, or, in default of Payment for Twenty-one Days after such Demand, may be recovered by the Commissioners from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

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

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

Saving the Rights of the Grand Junction Canal Company.

34. Inasmuch as the Railway is intended to be carried over the *Grand Junction* Canal in the Parish of *Acton* in the County of *Middlesex* by means of a Bridge about Four Chains East of the Bridge No. 8. over the said Canal, and it is expedient to make Provisions in respect thereof: Therefore, except as herein-after mentioned, nothing in this Act contained shall take away, diminish, or affect any of the Rights, Privileges, or Powers vested in the Company of Proprietors of the *Grand Junction* Canal, who are herein-after referred to as "the *Grand Junction* Canal Company," which Expression as herein-after used shall be held to mean the said Company of Proprietors; and the Company shall not, without the Consent of the *Grand Junction* Canal Company under their Common Seal, alter the Line or Level of the said Canal or of the Towing-path thereof, or obstruct or impede the Navigation of the said Canal, or divert, intercept, cut off, take, use, or diminish any of the Waters in the said Canal, or which may be taken for the Use of or which supply the said Canal, or injure or interfere with any of the Works of the said Canal, or take or use, except for the limited Purposes herein-after mentioned, any Part of the said Canal, or of the Towing-path, Locks, Feeders, Lay-byes, Wharves, Warehouses, Banks, Bridges, or other Works connected with the said Canal, or any Land belonging to the *Grand Junction* Canal Company; and the Company shall not, without Consent as aforesaid, make any Deviation from the Line or Level of the Railway as delineated on the Plans and Sections deposited with the Clerk of the Peace for the County of *Middlesex* as aforesaid so as to lower such Level where it crosses the Canal; and nothing

nothing herein contained shall compel the *Grand Junction* Canal Company to convey the Fee Simple of the Land belonging to them over which the Railway is intended to pass to the Company, but the same shall remain vested in the *Grand Junction* Canal Company, subject nevertheless to the Right of the Company and their Successors for ever to construct and maintain the Railway, and have, use, and possess such Way and Passage for the Railway by means of a Bridge over the said Canal as are hereby provided for, together with all Rights and Easements necessary to their due Use and Enjoyment of the same.

Construction of Bridge over Grand Junction Canal.

35. For the Purpose of carrying the Railway over the *Grand Junction* Canal the Company shall, notwithstanding anything in this Act contained, make and maintain a Bridge of Brick, Stone, or Iron over the said Canal and the Towing-path thereof, and no Part of the Soffit or under Side of the Bridge shall be less than Twelve Feet clear above the Top-water Level of the said Canal at the Point where the Railway is carried over the said Canal; and the Bridge shall be constructed in a straight Line with the said Bridge No. 8, and so as to span the whole of the said Canal and Towing-path without Obstruction, and to leave a clear, uniform, and uninterrupted Opening of Twenty-one Feet, measured at Right Angles to the Face of the Abutments of the Bridge, for the Waterway and Towing-path, and the present Line of the Waterway and Towing-path shall not be altered or obstructed; and all the before-mentioned Works shall be carried on and completed in such Manner as that no Obstruction shall be caused to the Boats or Barges navigating the said Canal, or the Horses towing such Boats or Barges; and the Company shall, during the Progress of constructing the Bridge and the Works connected therewith and of any necessary Repairs thereof, at all Times leave an open and uninterrupted navigable Waterway in the said Canal of not less than Fifteen Feet in Width of Water, with Six Feet for the Towing-path and Nine Feet in Height.

Company to construct and keep in repair the Bridge and Works.

36. The Bridge and all the Works connected therewith shall be constructed and for ever thereafter maintained in good, substantial, and Water-tight Repair by the Company, and so far as relates to all necessary Precautions for the Safety of the *Grand Junction* Canal and the Towing-path thereof, the Water in the said Canal, and the Works connected with the said Canal, and for preserving a free and uninterrupted Passage along the said Canal and Towing-path, the Bridge, and all the Works connected therewith, and all future Repairs thereof that may be required from Time to Time, shall be constructed and performed according to Plans and Specifications to be submitted to and subject to the reasonable Approval of the Engineer for the Time being of the *Grand Junction* Canal Company previously to the Commence-

Commencement of the Works, which shall be commenced, carried on, and completed under the Superintendence and to the reasonable Satisfaction of such Engineer; and in case during the Progress of any of the Works any Damage shall be occasioned to the said Canal, Towing-path, or Works thereof, the Company shall, under such Superintendence and to such reasonable Satisfaction as aforesaid, restore the same to the same State and Condition as before the happening of any such Damage; and if the Works connected with the Bridge or any Part thereof shall be imperfectly constructed, or if at any Time or Times thereafter the Bridge or any Part thereof shall be out of Repair, or if in sinking the Foundations for the Abutments of the Bridge, or the Works connected therewith, or otherwise, any Loss of Water or any Obstruction of the Navigation of the said Canal shall occur, and Notice thereof in Writing shall be given by any Agent of the *Grand Junction* Canal Company to the Company or their Secretary or other Officer, and the Company shall not for the Space of Fourteen Days after such Notice shall have been given, or forthwith if the Nature of the Case shall require it, well, sufficiently, and effectually amend such Construction, or repair such Bridge or Works, or prevent such Loss of Water, or remove such Obstruction, as the Case may be, under such Superintendence and to such reasonable Satisfaction as aforesaid, and complete the same with all reasonable Expedition, it shall be lawful for the *Grand Junction* Canal Company from Time to Time to make good such Construction, to perform such Repairs, to prevent such Loss of Water, or to remove such Obstruction, as the Case may require; and the Company shall from Time to Time pay to the *Grand Junction* Canal Company, within Fourteen Days after Demand, all the Costs and Expenses which may be incurred by them from Time to Time in and about the Superintendence and the Construction of all the herein-before mentioned Works and Repairs.

Bridge and Works to be completed in Twelve Months.

37. The Bridge and all the Works connected therewith shall be completed within the Period of Twelve Months from the Day on which the same shall be commenced; and if the Bridge and the Works connected therewith shall not be completed within that Period, the Company shall forfeit and pay to the *Grand Junction* Canal Company as and for liquidated Damages the Sum of Twenty Pounds for every Day after the Expiration of that Period until the Bridge and the Works connected therewith shall be completed; and if by reason of any of the Circumstances or Causes aforesaid it shall happen that the Navigation of the *Grand Junction* Canal, or the Passage along the Towing-path thereof, shall be so obstructed or interrupted as that Boats or Barges navigating the said Canal, or the Horses towing such Boats or Barges, shall be impeded in their Passage, or shall not be able to pass uninterruptedly along the said Canal or Towing-path or either of them, then and in any and every such Case

Case the Company shall pay to the *Grand Junction* Canal Company the Sum of Ten Pounds as and for liquidated Damages for every Hour during which any and every such Obstruction or Interruption shall continue, after Notice thereof shall have been given by any Agent of the *Grand Junction* Canal Company to the Company, or their Secretary or other Officer; but if any such Obstruction or Interruption shall continue for the Space of more than Seventy-two consecutive Hours after such Notice, or shall be caused by any wilful Act, Neglect, or Omission on the Part of the Company, or of any of their Agents, Servants, or Workmen, then and in every such Case the Company shall pay to the *Grand Junction* Canal Company the Sum of Twenty Pounds as and for liquidated Damages for every Hour during which such Obstruction or Interruption shall continue.

Grand Junction Canal Company and others not to be precluded from recovering special Damages.

38. Nothing herein contained shall extend to prevent the *Grand Junction* Canal Company from recovering beyond the Amount of such liquidated Damages aforesaid, or to prevent any Owner of Boats or Barges, or any other Person whomsoever using or navigating the *Grand Junction* Canal, from recovering from the Company any special Damage that may be sustained by them or any of them, or that they or any of them may be liable to pay or shall pay, for or on account or by reason or in consequence of the wilful Acts, Neglects, or Defaults of the Company, or in consequence of the Flowing or Escape of the Water out of the said Canal, if the same shall be caused or happen by reason of the making or maintaining of the Railway or of the Bridge, or of the Works connected therewith; and the *Grand Junction* Canal Company and any such Owner or other Person are hereby authorized to sue for and recover such liquidated and special Damages in any Court of competent Jurisdiction.

As to Execution of Railway and Works over London and North-western Railway.

39. The Railway where the same will cross the *London and North-western* Railway and Lands adjoining thereto shall be carried over such Railway and Lands according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *London and North-western* Railway Company, and at the Expense of the Company; and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *London and North-western* Railway, or the working of the Traffic thereon; and the Railway shall be so carried over the *London and North-western* Railway and the said Lands adjoining thereto by means of a Girder Bridge with Five Openings or Spans, Two of such Openings or Spans to have a clear Width of Forty-eight Feet the whole Way, and Three of such Openings or Spans a clear Width of Thirty-seven Feet the whole Way, and the whole of such

Openings or Spans shall have a clear Headway for the whole Distance of Fourteen Feet Six Inches.

Plans for Works affecting London and North-western Railway.

40. The Bridge or other Works by which the Railway shall be carried over the *London and North-western* Railway and the said Lands adjoining thereto, and all Works and Conveniences connected therewith, shall be made only according to Plans, Elevations, Sections, and Specifications to be submitted by the Company to such Engineer of the *London and North-western* Railway Company, and to be reasonably approved by him in Writing under his Hand before any of those Works are begun.

Maintenance of those Works.

41. The Company shall at all Times maintain the Bridge or other Works by which the Railway shall be carried over the *London and North-western* Railway and the said Lands adjoining thereto in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineer of the *London and North-western* Railway Company; and if and whenever the Company fail so to do the *London and North-western* Railway Company may make or do in and upon as well the Lands of the Company as their own Lands all such Works and Things as the *London and North-western* Railway Company reasonably think requisite in that Behalf, and the Sum from Time to Time certified by such their Engineer to be the reasonable Amount of their Expenditure in that Behalf shall be repaid to them by the Company; and in default of full Repayment the Amount due may be recovered, with full Costs, by the *London and North-western* Railway Company from the Company in any Court of competent Jurisdiction.

Restricting Interference with the Lands of the London and North-western Company.

42. The Company shall not, without in every Case the previous Consent of the *London and North-western* Railway Company in Writing under their Common Seal, take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to or in the Possession or under the Power of the *London and North-western* Railway Company, except only such Part or Parts of their Lands as it shall be necessary for the Company to take and use, enter upon or interfere with, for the Purpose of making and maintaining the Works by which the Railway is, according to this Act, to be carried over the Railway and Lands of the *London and North-western* Railway Company.

Company to acquire Easements only in Lands of London and North-western Company.

43. With respect to any Land of the *London and North-western* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *London and North-western* Railway Company may

and

and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which, but for this Enactment, the Company might purchase and take the same.

Mode of effecting Junction with the North and South Western Junction Railway.

44. The Junction of the Railway by this Act authorized with the *North and South Western Junction* Railway shall be made at a Point Seventeen Chains North of the Point of Junction shown on the said deposited Plans, and at no other Point, without the Consent in Writing of the said *North and South Western Junction* Railway Company under their Common Seal for that Purpose first obtained.

Saving Rights of the London and North-western and North and South Western Junction Companies.

45. 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* and *North and South Western Junction* Railway Companies otherwise than is herein expressly provided.

For Protection of the Vicar and Inhabitants of the Parish of Willesden.

46. The Company shall, in the Construction of the Railway in the Parish of *Willesden*, be subject to the following Restrictions and Conditions:

1. The Railway shall not cross the Road numbered on the said Plans 7 in the said Parish excepting at the present lowest Part of the said Road, namely, at the Commencement of the Ascent rising Southward to the Bridge over the *London and North-western* Railway, or otherwise as the Inhabitants of the said Parish in Vestry assembled may agree to:
2. The Bridge for carrying the Railway over the said Road shall have a Span of not less than Thirty Feet in the Clear, measured from the Face of the Abutments of the said Bridge, and the clear Width of the said Road shall not be less than Thirty Feet at the least, and the clear Height of the Arch from the Surface of the Road shall not be less than Sixteen Feet throughout the whole Width of the Road:
3. The Railway shall be constructed only along the extreme Limits of the *North-western* Line of Deviation shown upon the Plans at the Point where the Railway will cross the Road in the said Parish numbered 81 on the said Plans, and for One hundred Yards at least from each Side of that Road, and no Part of the Railway shall be within One hundred and seventy Yards of *Willesden* Church:
4. The said Road numbered 81 shall be carried over the Railway by a Bridge, and the said Bridge and the Approaches thereto shall be made and maintained and shall have a clear Space between the Fences thereof of not less than Forty Feet:
5. No Alteration shall be made in the said Road numbered 81 so that the Inclination of any Part thereof between the Railway and

and the said Church shall be more than One Foot in Forty Feet, and on the other Side of the Railway more than One Foot in Thirty Feet:

6. A Station, with all needful Approaches, Buildings, Works, and Conveniences, shall be constructed and maintained by the Company at some Point between the said Road numbered 81 and Half a Mile from thence towards the *Edgware Road*; and if there shall be Four or less than Four Passenger Trains each Way daily, in the First Case at least Four of the Passenger Trains, and in the Second Case all of the Passenger Trains, shall stop daily, *Sundays*, *Christmas Days*, and *Good Fridays* excepted, at the said Station for setting down and taking up of Passengers, but the Station shall not be made at the said Road numbered 81, or within Two hundred Yards thereof, nor shall there be any Approach to or from the said Road without the Consent of the Vicar for the Time being and the Inhabitants of the said Parish in Vestry assembled:
7. No Train shall run past the said Church or within Two hundred Yards of the said Road numbered 81 during Morning Service on *Sunday*, *Christmas Day*, or *Good Friday*, without the Consent of the Vicar for the Time being and the Inhabitants in Vestry assembled of the said Parish: Provided always, that on the Application of the Company to the Board of Trade, after due Notice to the said Vicar and Inhabitants to remove the said Restriction, the Board of Trade may from Time to Time or at any Time remove or modify or restore the same:
8. Nothing in this Act shall be deemed to prejudicially affect any of the Property, Rights, or Interests of the Vicar, Churchwardens, and Inhabitants of the said Parish of *Willesden*, or any or either of them, further or otherwise than as in this Act is expressly provided.

Powers for compulsory Purchases limited.

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

Period for Completion of Railway.

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

Money deposited in the Court of Chancery to

49. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Seven thousand two hundred Pounds has

has been deposited, pursuant to the said Act, in respect of the Application to Parliament for this Act, being Eight *per Centum* upon Ninety thousand Pounds, the estimated Cost of the Railway: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Seven thousand two hundred Pounds 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 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 said Sum of Money 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 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 Seven thousand two hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Seven thousand two hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the 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,

be forfeited to the Crown in a certain Event.

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.

50. The Company may demand and take for the Use of the Railway, and for the Supply of Carriages, Waggons, or Trucks, any Tolls not exceeding the following; (that is to say,)

For Passengers.

First, in respect of Passengers conveyed upon the Railway or any Part thereof, as follows:

For every Person, Twopence *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

For Animals.

Second, in respect of Animals conveyed upon the Railway or any Part thereof, as follows:

Class 1. For every Horse, Mule, or other Beast of Draught or Burthen, Threepence *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 2. For every Ox, Cow, Bull, or Neat Cattle, Twopence *per* Head *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 3. For every Calf, Pig, Sheep, Lamb, and other small Animal, One Penny each *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Halfpenny *per* Mile:

Tonnage on Articles of Merchandise.

Third, in respect of Goods and other Things conveyed upon the Railway or any Part thereof, as follows:

Class 4. For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile One Penny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class

Class 5. For all Coals, Coke, Culm, Cannel, Charcoal, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and Rolled Iron, and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile One Penny Halfpenny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class 6. For all Sugar, Grain, Corn, Flour, Salt, Hides, Dyewood, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Twopence Halfpenny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

Class 7. For Cotton and other Wools, Drugs, and manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Threepence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

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, if conveyed on a Truck or Platform belonging to the Company, Sixpence *per* Mile; and a like Sum of One Penny Halfpenny *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 propelling Power.

51. The Company may demand for the Use of Engines for propelling Carriages on the Railway any Sum not exceeding One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles.

Maximum Rates of Charge.

52. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers along the Railway, 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 following Sums; (that is to say,)

For Passengers.

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

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

For every Passenger conveyed in a Third-class Carriage, One Penny Farthing *per* Mile:

For Animals and Goods.

And the maximum Rates of Charges to be made by the Company for the Conveyance of Animals and Goods, including the Tolls for the Use of the Railway, and Waggons or Trucks and for locomotive Power, and every other Expense incidental to such Conveyance, (except

(except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Duty or Business of a Carrier, where such Services or any of them are or is performed by the Company,) shall not exceed the following Sums; (that is to say,)

For every Animal in Class 1, Fourpence *per* Mile;

For every Animal in Class 2, Threepence *per* Mile;

For every Animal in Class 3, One Penny Halfpenny *per* Mile;

For everything in Class 4, Twopence *per* Ton *per* Mile;

For everything in Class 5, One Penny Halfpenny *per* Ton *per* Mile;

For everything in Class 6, Threepence *per* Ton *per* Mile;

For everything in Class 7, Fourpence *per* Ton *per* Mile;

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, carried or conveyed on a Truck or Platform, *per* Mile Sixpence.

Regulations as to the Tolls.

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

For a Fraction of a Mile the Company may demand Tolls on Animals and Merchandise for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile, such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers every Fraction of a Mile beyond an integral Number of Miles shall be deemed 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, and so on in proportion for any smaller Quantity:

No Station shall 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.

Tolls for small Parcels and single Articles of great Weight.

54. 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 Tolls not exceeding the following; (that is to say,)

For

For the Carriage on the Railway or any Part thereof of any Parcel not exceeding Seven Pounds in Weight, Threepence;

For the Carriage of any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence;

For the Carriage of any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence;

For the Carriage of any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence;

And for the Carriage of any Parcel exceeding Fifty-six Pounds but 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 Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One 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 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.

55. 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.

Company may take increased Charges by Agreement.

56. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge, 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 thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Restrictions as to Charges not to apply to Special Trains.

57. Provided also, That the Restrictions as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the Railway, but shall apply only to the ordinary and

and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Power to enter into Traffic Arrangements with Midland Railway Company.

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

The Working, Use, Management, Maintenance, and Repair of the Railway, and the Collection, Conveyance, and Conduct of the Traffic thereof, and the Supply of any Rolling or Working Stock, or of any Officers or Servants required for such Purposes:

The fixing and levying of the Tolls, Rates, and Charges arising on the Railway:

The Division between the contracting Companies of the Receipts arising from the Traffic upon the Railway, and the Payments to be made respectively by those Companies with respect to any of the Matters aforesaid.

Interest not to be paid on Calls paid up.

59. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Powers of borrowing, to pay Interest or Dividend to any Shareholder upon the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

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

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

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

from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Short Title.

62. This Act may be cited as "The *Midland and South-western Junction* Railway Act, 1864;" and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

Expenses of Act.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.