ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

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Stations of the *Edgware, Highgate, and London*, the *Watford and Edgware Junction*, and the *North London* Railway Companies, and the proposed Railways: And whereas it is expedient that the Company so to be incorporated, and the *London and North-western*, the *Great Northern*, and the *North London* Railway Companies should be empowered to enter into and carry into effect Traffic and other Agreements: And whereas Plans and Sections showing the Situation, Lines, and Levels of the proposed Railways and the Lands proposed to be taken or which may require to be taken for the Purposes thereof, and Books of Reference to those Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of those Lands respectively, have been deposited with the respective Clerks of the Peace for the County of *Middlesex*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for any Purpose as "*North London, Highgate, and Alexandra Park* Railway Act, 1865."

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

2. "The Companies Clauses Consolidation Act, 1845," Part I., relating to Cancellation and Surrender of Shares, of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I., relating to Construction of a Railway, and Part III., relating to Working Agreements, of "The Railways Clauses Act, 1863," shall (except in so far as the Provisions of those Acts or Parts of Acts are expressly varied or excepted by this Act) be incorporated with and form Part of this Act.

Interpretation of Terms in incorporated Acts.

3. In construing in connexion with this Act the Acts and Parts of Acts incorporated herewith, the Term "Superior Courts" includes any Court of competent Jurisdiction, as in this Act defined, and the Word "Share" includes Stock.

Interpretation of Terms in this Act.

4. In this Act and the Acts and Parts of Acts incorporated therewith the Expression "Court of competent Jurisdiction," or any other like Expression, 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, and

and the Term "Traffic" shall have the Meaning assigned to that Term in and by "The Railway and Canal Traffic Act, 1854."

Applying other Interpretations of General Acts.

5. All Words and Expressions to which by any Act wholly or partially incorporated with this Act Meanings are assigned shall in this Act have the respective Meanings so assigned to them, unless there be something in the Subject or Context repugnant to or inconsistent with such Construction, or other Meanings be assigned to them by this Act.

Incorporation of Company.

6. *John Thomas Emmett*, *William Anderson Rose*, *Isaac Carr*, 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 Purpose of making and maintaining the Railways herein-after described, with all proper Works and Conveniences belonging thereto, according to the Provisions of this Act, and for other the Purposes herein and in the said incorporated Acts and Parts of Acts respectively contained, and for the Purposes aforesaid are hereby incorporated by the Name of "The *North London, Highgate, and Alexandra Park* 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 incorporated Acts and Parts of Acts contained.

First Ordinary Meeting.

7. 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.

8. The Number of Directors of the Company, unless and until reduced as herein-after provided, shall be Six; and the Qualification of a Director shall be the Possession in his own Right of Shares in the Undertaking of the aggregate nominal Value of Five hundred Pounds at the least.

Power to vary Number of the Directors.

9. The Company, by Order of any General Meeting, may from Time to Time reduce the Number of the Directors to any Number not less than Four, and on each Reduction may determine which Director or Directors shall retire, and the Rotation in which the reduced Number of Directors shall go out of Office.

Quorum of Directors.

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

First Directors.

11. *John Thomas Emmett*, *William Anderson Rose*, *Isaac Carr*, *James Bancroft*, *Matthew Lyon*, and *Harry Chubb* shall be the First Directors of the Company.

12. The

Provision for Directors retiring.

12. The First Directors shall continue in Office until the First Ordinary Meeting of the Company; and at such Meeting the Shareholders present personally or by proxy may either continue in Office the First Directors, or may elect a new Body of Directors, or may continue in Office any Number of the First Directors, and elect Directors to supply the Places of those not continued in Office, the First Directors being in each Case eligible for Re-election.

Future Elections.

13. At the First Ordinary Meeting to be held in the Year One thousand eight hundred and sixty-six, and at the First Ordinary Meeting in every subsequent Year, One Third of the Directors (to be determined as in "The Companies Clauses Consolidation Act, 1845," provided) shall retire from Office; and the Shareholders present personally or by proxy shall, agreeably to the Provisions of that Act in that Behalf, elect Persons to supply the Places of the Directors then retiring from Office; and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue Directors until others are elected in their Stead in manner provided by that Act.

Capital.

14. The Capital of the Company shall be Two hundred and sixty thousand Pounds divided into Twenty-six thousand Shares of the Amount of Ten Pounds each.

Calls.

15. The greatest Amount of any One Call to be made on any Share shall not exceed One Fourth of the Amount of such Share, and 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 the Calls to be made in any One Year upon such Share.

Shares not to issue until One Fifth paid up.

16. 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.

As to Money payable to Persons under Disability.

17. If any Money be payable to any Shareholder being a Minor, or Idiot, Lunatic, or *non compos mentis*, the Receipt of the Guardian of such Minor, or of the Committee of such Idiot, Lunatic, or Person *non compos mentis*, shall be a sufficient Discharge to the Company for the same.

Power to borrow on Mortgage.

18. The Company may from Time to Time borrow on Mortgage any Sum or Sums not exceeding in the whole Eighty thousand six hundred Pounds, but no Part of such last-mentioned Sum of Eighty thousand six hundred Pounds shall be borrowed until the whole of the

the said Capital or Sum of Two hundred and sixty thousand Pounds shall have been *bonâ fide* subscribed for and issued and One Half thereof paid up, and the Company shall have proved 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 the whole of the said Capital or Sum of Two hundred and sixty thousand Pounds has been subscribed for *bonâ fide* and issued and One Half thereof paid up, and that not less than One Fifth of the Amount of each Share has been paid on Issue of the same, and that such Shares are held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Proof having been given the Certificate of the Justice under that Section shall be sufficient Evidence.

Arrears may be enforced by Appointment of a Receiver.

19. The Mortgagees of the Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver, in the event of the Principal Money or Interest due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom the Appplication for a Receiver shall be made shall not be less than Ten thousand Pounds in the whole.

Application of Monies raised.

20. All Monies raised under the Powers of this Act, either by Shares or by borrowing, shall be applied in carrying out the Purposes of this Act only, and for no other Purpose.

Power to make Railways and Works authorized by Act.

21. Subject to the Provisions of this Act, the Company from Time to Time may make the Railways and Works by this Act authorized in the Lands shown on the deposited Plans and specified in the deposited Books of Reference, and so far as the Railways and Works are shown on the deposited Plans and Sections may make the same on the Lines and in accordance with the Levels shown thereon, and may enter upon, take, and use such of those Lands as are necessary for those Purposes.

Works authorized by Act.

22. The Railways and Works by this Act authorized comprise the following; (that is to say,)

First, a Railway (No. 1.), commencing in the Parish of *Saint Mary, Islington*, in the County of *Middlesex*, by a Junction with the *North London* Railway, and terminating in the same Parish on the North Side of the Road called *Highgate Hill*, near the Toll Gate upon the *Highgate Archway Road*:

Secondly, a Railway (on the Plans deposited in respect of this Act as aforesaid, called "Railway No. 3.") commencing in the said Parish of *Saint Mary, Islington*, by a Junction with Railway

(No. 1.), at or near its Termination, and terminating in the said Parish of *Hornsey*, otherwise *Saint Mary*, *Hornsey*, near the Southern or South-eastern Face of the Tunnel (now constructing) of the authorized Railway of the *Edgware*, *Highgate*, *and London* Railway Company.

Provision as to Junction with North London Railway, and for removing Caledonian Road Station to a new Site.

23. Whereas the Railway by this Act authorized is shown upon the said deposited Plans as intended to join the *North London* Railway at or immediately adjoining the *Caledonian Road* Station of that Railway: And whereas it is expedient that the Junction there with the *North London* Railway should be made, not with the Main Line of that Railway, but with additional Rails to be laid down by the *North London* Railway Company to the Northward of the existing Rails of the said Main Line, and of an intended Widening of the same: And whereas the laying down of such additional Rails will necessitate the Removal of the said *Caledonian Road* Station to the Eastward of its present Site: And whereas under the Authority of the "*North London* Railway (Widening) Act, 1861," the *North London* Railway Company have acquired Land North of their existing Railway between *Caledonian Road* and *Roman Road* sufficient for the Purposes herein-after mentioned, and have also Power to widen the existing Bridge carrying their Railway over the *Caledonian Road*: Therefore, if within Three Years after the passing of this Act the *North London* Railway Company shall have laid down to the Northward of the existing Rails of their Main Line of Railway from at or about the said Point where that Line crosses the *Roman Road* to a Point immediately Northward of the Point of the proposed Junction with the said Main Lines of the Railways by this Act authorized, Two additional Lines of Rails so as to admit of a Junction being formed therewith of the Railway by this Act authorized and of a direct Communication by means of such additional Lines of Rails between the Railway by this Act authorized and the Main Line of the *North London* Railway at or near *Roman Road* aforesaid, then, notwithstanding the Junction shown on the said deposited Plans, the Company shall not make any Junction with the Main Line of the *North London* Railway at the Point so shown, but such Junction shall be made only with the additional Lines of Rails so to be laid down, and such additional Lines of Rails shall remain the Property of the *North London* Railway Company, and such Junction and all Works connected therewith shall be constructed and carried out according to such Plans only, and in such Manner in all respects as shall have been previously approved by the Engineer for the Time being of the *North London* Railway Company, and shall be executed under his Superintendence and Control at the Expense of the Company, and the Company shall repay to the *North London* Railway Company all the Expenditure to be incurred by that Company in or about the laying down of such additional

additional Lines of Rails, and the building and completing a new Station at the *Roman Road*, to be used in lieu of the present *Caledonian Road* Station, and in taking down and removing such last-mentioned Station, and also in such Re-arrangement or Reconstruction of the present Coal Depôt on the North Side of the *North London* Railway, in the Occupation of Messieurs *Parry*, as the *North London* Railway Company shall in their Discretion think necessary or desirable.

Saving Rights of North London Railway Company.

24. Except as herein expressly provided, nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *North London* Railway Company.

As to Land in Saint Mary, Islington, to belong to London and North-western Railway Company.

25. And whereas the Land in the Parish of *Saint Mary, Islington*, shown on the deposited Plans and coloured Pink on the Plan of the Railway No. 1., Sheet No. 1., signed by Mr. *William Baker* and Messieurs *Ordish* and *Le Feuvre*, is required by the *London and North-western* Railway Company for their Undertaking, and that Company is promoting in the present Session of Parliament a Bill, intituled *A Bill for conferring additional Powers on the* London and North-western *Railway Company, in relation to their own Undertaking and the Undertakings of other Companies in* England, *and for other Purposes for acquiring the same:* Therefore, if such Bill shall pass in the present Session, containing Powers enabling that Company to acquire such Land, and if that Company shall, within Six Months after Notice requiring them so to do shall have been given to them by the Company by Writing under the Hand of the Secretary or other Officer of the Company, serve Notice to treat for and proceed thereon to acquire the said Land so coloured Pink as aforesaid, the Company shall not purchase or take nor shall they exercise the Powers of this Act enabling the Company to acquire that Land; and if such Bill so promoted by the *London and North-western* Railway Company, shall not pass in the present Session containing such Powers, the Company will not oppose directly or indirectly, or if required by that Company will concur in any Application which that Company may make to Parliament in the next Session for Powers to vest such Land in them instead of in the Company.

Construction of Works over such Land.

26. The Company shall not, without the Consent of the *London and North-western* Railway Company, in Writing under their Common Seal, in constructing the Railway over such Land coloured Pink, deviate from the centre Line shown on the deposited Plans between the Points marked A and B respectively on such signed Plan, and such Railway shall be carried over such Land between such Points marked

marked A and B respectively, by means of a Bridge with Two Openings, each Opening to be Forty-eight Feet wide in the Clear at Right Angles to the Abutments and Piers of such Bridge, and the Undersides or Soffits of such Openings shall be at the least Eighty-three Feet Six Inches above the Datum Point referred to in the deposited Sections, and all the Foundations of such Bridge shall be Seventeen Feet at the least below the Soffits, and such Bridge and all Works and Repairs thereof respectively in, upon, or over such Land shall be constructed and executed under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the *London and North-western* Railway Company, and at the Expense of the Company, and by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User by that Company of such Land, or of any Railway or Works which may be thereon.

Plans, &c. for Works over such Land.

27. The Bridge by which the Railway shall be carried over such Land coloured Pink, and all Works and Conveniences connected therewith, and all Repairs thereof respectively, shall be made only according to Plans and Drawings 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 before the said Bridge or Works are begun.

Maintenance of Bridge and Works.

28. The Company shall at all Times maintain the said Bridge, and all Works and Conveniences connected therewith, in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of such Engineer of the *London and North-western* Railway Company, and if and whenever the Company fail so to do, that Company may, upon default by the Company in that Behalf for Fourteen Days after Notice to them by the *London and North-western* Railway Company specifying the Repairs or Works which the last-mentioned Company may consider to be necessary for such Maintenance, or without Notice on urgent Occasions (of which Urgency such Engineer of that Company shall be the sole Judge), make and 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 may reasonably think requisite, and the reasonable Expenditure in that Behalf of the *London and North-western* Railway Company shall be repaid to them by the Company, and in default of Repayment may be recovered by that Company from the Company, with full Costs, in any Court of competent Jurisdiction.

Compensation to London and North-west-

29. If by reason of any of the Works or Proceedings of the Company, or of the *London and North-western* Railway Company, as the Case may be, or the Failure thereof respectively, any Railway or

or Works which the other of those Companies may construct on or over such Land coloured Pink shall be injured or damaged, such Injury or Damage shall be forthwith made good by and at the Expense of the Company by reason of whose Works or Proceedings or the Failure thereof such Injury or Damage shall have arisen, or in the event of their failing so to do the Company whose Railway or Works shall have been so injured or damaged may make good the same and recover the Expense thereof against the other Company, with full Costs, in any Court of competent Jurisdiction; and if any Interruption shall be occasioned to the Traffic of any Railway which the Company or the *London and North-western* Railway Company, as the Case may be, may so construct as aforesaid by reason of any of the Operations of the other of those Companies, or the Failure of any such Operations, the Company by reason of whose Operations or by the Failure thereof such Interruption shall have arisen shall, on Demand, pay to the other Company all Costs and Expenses to which that other Company may be put, as well as full Compensation for the Loss and Inconvenience sustained by them by reason of any such Interruption, such Costs, Expenses, and Compensation to be recovered, with full Costs, as aforesaid.

ern Railway Company for Obstruction or Injury.

30. With respect to such Land coloured Pink, if acquired by the *London and North-western* Railway Company as aforesaid, the Company may purchase and take, and the *London and North-western* Railway Company may and shall on their acquiring the same sell and grant accordingly to the Company an Easement or Right of using the same for the Purpose of carrying their said Railway thereover, but the Company shall not otherwise purchase or take such Land.

Company may acquire Easement in Land.

31. If any Difference shall at any Time hereafter arise between the Company and the *London and North-western* Railway Company as to any of the Matters aforesaid, the same shall be determined by Arbitration in manner provided by the "Railway Companies Arbitration Act, 1859."

For Settlement of Differences with the London and North-western Company.

32. And whereas, in the Execution of the Works by this Act authorized, the Mains, Pipes, Syphons, Plugs, and other Works belonging to the *New River* Company may be intersected or otherwise interfered with, and it is expedient that such Provision should be made as is herein-after contained for providing against the Supply of Water being impeded: Therefore all Works, Matters, or Things which, under the Provisions of "The Railways Clauses Consolidation Act, 1845," or this Act, the Company may be empowered or required to do and execute with reference to the Mains, Pipes, Syphons, Plugs, or other Works of the said *New River* Company, shall be done and executed by and at the Cost of the Company, but to the entire

As to Works connected with New River Company.

Satisfaction and under the Superintendence of the Engineer for the Time being of the *New River* Company; and such Works, Matters, or other Things shall not be commenced until after Fourteen Days previous Notice thereof in Writing shall have been given to the *New River* Company as aforesaid.

The New River Company empowered to repair and lay Pipes on Lands of Company.

33. It shall be lawful for the said *New River* Company, by their Engineers, Workmen, and others in their Employment, at all Times when it may be necessary, but under the Superintendence and subject to the Control in all respects of the Engineer of the Company for the Time being, to enter upon the Railway, Lands, and Premises of the Company, and to do all such Works in and upon such Railway, Lands, and Premises, as may be necessary for laying, repairing, maintaining, or removing or replacing any Mains or Pipes under or over the same Railway, Lands, and Premises: Provided always, that in so doing the said *New River* Company, or their Engineers or Workmen, or others in their Employment, shall not interrupt the Traffic passing on the said Railway or any of the Railways by this Act authorized; and provided also that such Company shall make good and reimburse to the Company all Damages to the Railways or any of the Railways and Works by this Act authorized occasioned by the Exercise of the Powers by this Clause reserved, but any extra Cost which the Construction of the said Railway shall cause to the *New River* Company in laying their Mains or Pipes under the Railway and Works shall be borne and paid by the Company.

Provision for Extension of Water Supply.

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

Penalty for interrupting the Supply of Water.

35. If any Interruption whatsoever in the Supply of Water by the said *New River* Company shall be in any way occasioned by the Company, or by the Acts of any of their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them or any or either of them, the Company shall forfeit and pay to the said *New River* Company, for the Use and Benefit of the said Company, the Sum of Ten Pounds for every Hour during which such Interruption shall continue, such Sum to be recovered by the said *New River* Company in any Court of competent Jurisdiction.

36. The

Repairs of Water Pipes, &c. to be borne by Company in certain Cases.

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

Not to construct Works at South End of Maiden Lane Reservoirs.

37. The Company shall not form or construct any Station, Road, or other Works, on any Land belonging to the *New River* Company lying between the proposed Railway and *Maiden Lane*, at the South End of the *Maiden Lane* Reservoirs belonging to the said Company.

Railway within certain Points to be constructed outside Boundary of New River Lands.

38. No Part of the said Railway and Works lying between One Mile Five Furlongs and Three Quarters, or thereabouts, and One Mile and Seven Furlongs, as marked or shown on the deposited Plans and Sections of the said Railway, shall be made, constructed, or placed within the Lands or Property of the *New River* Company.

The New River Company to have free Access over or under Railway.

39. Convenient Passage and free Access at all Times for the *New River* Company's Officers and Servants shall be provided by the Company, over or under the Railway, to pass and repass between the *Junction Road* and the *New River* Company's Reservoirs and Land adjoining to *Maiden Lane*.

Plans of certain Works to be submitted to Engineer of New River Company.

40. No Part of the said Railway and Works between *Cathcart Hill* on the South and *Hargrove Park Road* on the North shall be made or constructed until Plans and Sections showing the Mode of Construction of the said Railway and Works shall have been submitted to the principal Engineer for the Time being of the *New River* Company, and his Consent in Writing to such Plans and Sections obtained thereto.

As to the New River Company's Reservoirs at Maiden Lane.

41. Inasmuch as the Construction of the said Railway as herein provided, or the working of Trains thereon, may affect the Stability of the said *Maiden Lane* Reservoirs: Be it enacted, that in the event of any Slip of the Embankment of the said Reservoirs or Rupture of the Reservoir Walls, whether the same shall happen during the Construction of the said Railway or after the said Railway shall have been completed and open for Traffic, the Railway Company shall be answerable and shall pay to the *New River* Company all Damages arising therefrom, and be liable at all Times thereafter to make good at their own Expense whatever Injury may be suffered by the said Embankment or Walls, and that for the

Purpose

Purpose of ascertaining and assessing the Damages which may accrue under the Circumstances aforesaid and the Expense of such Restitution, it shall be lawful for the Board of Trade, upon Request of either of the said Companies, from Time to Time to appoint any Person being a Civil Engineer to arbitrate thereon, and the Award of every Person so appointed shall be final and conclusive.

Mode of crossing Tottenham and Hampstead Junction Railway.

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

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

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

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

44. The Company shall at all Times maintain the Viaduct by which the Railway shall be carried over the *Tottenham and Hampstead Junction* Railway and the Works and Approaches connected therewith in complete and substantial Repair, Order, and Condition, to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *Tottenham and Hampstead Junction* Railway Company; and if and whenever the Company fail so to do the *Tottenham and Hampstead Junction* Railway Company may make and do in and upon as well the Lands of the Company as their own Lands such Works and Things as the *Tottenham and Hampstead Junction* Railway Company may think requisite in that Behalf, and the

the reasonable Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company; and in default of full Repayment, the Amount due may be recovered, with full Costs, by the *Tottenham and Hampstead Junction* Railway Company from the Company in any Court of competent Jurisdiction: Provided always, that if any Dispute shall arise between the Company and the *Tottenham and Hampstead Junction* Railway Company, with reference to any Matter comprised or referred to in this or the Two last preceding Sections, the Matters in dispute shall from Time to Time be decided by an Engineer to be appointed by the Board of Trade on the Application of either Company.

Company to pay to Tottenham and Hampsted Junction Railway Company Expenses of Watchmen.

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

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

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

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

47. The Company shall not, in the Exercise of any of the Powers of this Act, alter or necessitate the Alteration of the Line or Levels of the *Tottenham and Hampstead Junction* Railway, or in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe Use of that Railway or any Traffic thereon; and if at any Time or Times

Times hereafter the free, uninterrupted, and safe Use of that Railway or any Traffic thereon shall be obstructed, hindered, or interfered with, contrary to this Enactment, the Company shall forfeit and pay to the *Tottenham and Hampstead Junction* Railway Company the Sum of Fifty Pounds *per* Hour by way of ascertained Damages for every Hour during which such Obstruction, Hindrance, or Interference shall continue.

Company to acquire only Easement in Land of Tottenham and Hampstead Junction Railway Company.

48. With respect to any Land of the *Tottenham and Hampstead Junction* Railway Company, or which that Company are now or may be by any Act to be passed in the present Session of Parliament authorized to take, and which the Company are by this Act also authorized to take, use, enter upon, or interfere with, for the Purposes of the Railways by this Act authorized, the Company shall not (except as after mentioned) purchase and take any of such Land, but the Company may purchase and take, and the *Tottenham and Hampstead Junction* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same, for the Purposes for which but for this Enactment the Company might purchase and take the same: Provided always, that this Restriction upon the Company shall not continue in force if the *Tottenham and Hampstead Junction* Railway Company shall not prior to or within Six Months after the passing of this Act have purchased and taken such Land.

Provision in case of Failure on the Part of the Tottenham and Hampstead Junction Railway Company to acquire Land.

49. If the *Tottenham and Hampstead Junction* Railway Company shall not have purchased such Lands within the Period aforesaid, then it shall be lawful for the Company to purchase the same for the Purposes of this Act, and they shall either sell and grant to the *Tottenham and Hampstead Junction* Railway Company, and that Company in such Case may purchase and take an Easement or Right of using the said Land for the Purposes of the *Tottenham and Hampstead Junction* Railway as now or as may by any Act to be passed in the present Session of Parliament be authorized, or, at the Option of the *Tottenham and Hampstead Junction* Railway Company, the Company shall re-sell to that Company the Land so purchased, reserving to the Company an Easement or Right of using the same for the Purposes of this Act.

Saving Rights of the Tottenham and Hampstead Junction Railway Company.

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

51. In

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

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

1. Wherever the Railway shall be carried across any public Carriageroad or public Street within the Limits of the Metropolis, as defined by the "Metropolis Management Amendment Act, 1862," it shall be made there, and shall thenceforth be maintained, so as not to lessen the present clear Width of such Road or Street, including the Footway (where a Footway now exists) :
2. The Arch of the Bridge over such Road or Street shall not, without the Consent of the Metropolitan Board of Works, in any Case be of less Span than Forty Feet, with a Headway of the clear Height of Sixteen Feet in the Centre; and the Arch over any such Road or Street shall be formed of an ornamental Character, to the reasonable Satisfaction of the Engineer of the Metropolitan Board of Works, regard being had to the Character of the Locality, and subject to Appeal as herein-after provided :
3. No Abutments or Piers shall project beyond the general Line of Frontage of the adjoining Houses : Provided always, that where there are Gardens or Forecourts in front of Houses, and the Distance between the Houses is great, the Company shall be at liberty to erect and maintain Side Openings supported with Columns back to the general Line of the Frontages of the Houses, subject to Appeal as herein-after provided :
4. All Bridges shall be Water-tight, and so constructed as to, so far as is practicable, deaden the Sound of Engines, Carriages, and Traffic passing over them :
5. The Company shall not commence the Erection of any Bridge proposed to be constructed for the Purpose of carrying the Railway over any Road or Street or Way within the Area under the Jurisdiction of the Metropolitan Board of Works until they shall have given to the said Metropolitan Board of Works Twenty-one Days Notice in Writing of their Intention to commence the same, by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the Board fail to signify such Approval or their Disapproval within Twenty-one Days after Service of the said Notice and Delivery of the said Plans, Elevations, Sections, and other Particulars as aforesaid :
6. The Company shall comply with and conform to all reasonable Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Bridge and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby ;

thereby; and all such Works shall, subject to the Provisions of this Act, be done by or under the Direction, Superintendence, and Control of the Engineer, or other Officer or Officers of the said Metropolitan Board of Works, at the Costs, Charges, and Expenses in all respects of the said Company; and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of such Superintendence shall be paid to the said Board by the Company, on Demand.

For Protection of Sewers of Metropolitan and other Boards.

52. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of or so as to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under the "Metropolis Local Management Act, 1855," or any Act or Acts amending the same, or extending the Powers thereof, or with any Sewers or Works to be made or executed by the said Boards or Vestry, or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they shall have given to the said Metropolitan Board, or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid, and the Company shall comply with and conform to all reasonable Orders, Directions, and Regulations of the said Metropolitan Board, and of the respective Boards or Vestries in the Execution of the said Works, and shall provide by new, altered, or substituted Works in such Manner as such Boards or Vestries respectively may deem necessary for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works hereinbefore referred to, by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby, and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board, or any District

District Board, or Vestry may be put to by reason of such Superintendence shall be paid to such Boards or Vestry by the Company, on Demand; and when any new, altered, or substituted Works or Defence connected therewith shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

As to providing Appeals to Arbitration.

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

Bond to be entered into for Performance of Conditions as to Saint Pancras Parish.

54. The Company shall before giving Notice of their Intention to break up any Road, Street, Carriage or Foot Way, or to open any Sewer, Drain, or Gully under the Control of the Vestry of the Parish of *Saint Pancras*, or to commence the Construction of any Part of the Railways or Works by this Act authorized within the said Parish which will interfere with any such Road, Street, Carriage or Foot Way, Sewer, Drain, or Gully, give to the Vestry of the said Parish a Bond, under the Common Seal of the Company, in a penal Sum of Ten thousand Pounds, conditioned for the Payment by the Company of any Costs, Charges, and Expenses to which the said Vestry may be subjected by the Nonobservance and Nonperformance by the Company of all and singular the Clauses, Conditions, and Agreements, Matters, and Things herein contained concerning the said Vestry.

Plans of Works to be deposited with the Chief Surveyor of Saint Pancras.

55. Before the Company shall break up any Part of any Road, Street, Carriage or Foot Way, or open any Sewer, Drain, or Gully, or commence the Construction of any of their Works within the said Parish of *Saint Pancras*, they shall deposit with the chief Surveyor of the said Parish Plans, Drawings, and Sections of the proposed Works; and the Works shall be constructed according to such Plans and Sections, unless within Twenty-one Days after the Delivery thereof to the said Surveyor he shall object thereto, and then only according to such Alterations and Modifications as may be required by the said chief Surveyor, or as, in the Case of Difference between him and the Engineer of the Company, shall be determined in manner herein-after mentioned for the Settlement of any Differences which may arise between the Company or their Engineer, on the one hand, and the said Vestry or their chief Surveyor on the other hand.

Works to be executed under Superintendence.

56. No such Road, Street, Carriage or Foot Way, and no such Sewer, Drain, or Gully, shall be broken up or opened except under the Superintendence of the said chief Surveyor; Provided always, that if the said chief Surveyor fail to attend at the Time fixed for the breaking up of any such Road, Street, Carriage or Foot Way, or opening of any such Sewer, Drain, or Gully, after having had such Notice of the Intention of the Company as aforesaid, or shall refuse or neglect to superintend the Operation, the Company may perform the Works specified in such Notice without the Superintendence of the said chief Surveyor.

District Sewers to be made good before Streets opened.

57. No Works which will interfere with any Sewer, Drain, or Gully under the Control of the Vestry of the Parish of *Saint Pancras* shall be commenced by the Company in front of, across, or abutting upon any Road or Street within the said Parish or under the Control of the said Vestry until Sewers have been made in and under every such Road or Street, and where necessary in, through, under, and from any Lands adjoining to any such Road or Street; and before the Company shall open or otherwise interfere with any existing Sewer such Sewer shall be diverted in such Manner and such other Works shall be constructed as shall be necessary for preventing any Danger or Inconvenience arising from the Works of the Company; and after the said Sewers are completed or altered they shall be as fully under the Direction, Jurisdiction, and Control of the said Vestry as any other Sewers or Works in the said Parish now are or hereafter may be: Provided that all such Sewers shall be made or diverted and such Works shall be constructed in such Manner as shall be mutually agreed upon between the said chief Surveyor and the Company, or, failing Agreement, as shall be settled by an Engineer appointed as in this Act provided, and shall be made and constructed by the Vestry

at

at the Expense of the Company; provided that the Restriction imposed upon the Company by this Enactment shall not be in force if within Fourteen Days after Notice in Writing by the Company the Vestry shall not commence every such Sewer, or if they shall not proceed with due Diligence in the Execution thereof.

Estimate of Repairs to be made by Chief Surveyor, and to be paid by Company.

58. Within Ten Days after the Plans of the proposed Works of the Company shall have been determined upon the said chief Surveyor shall make out an Estimate of the Expenses which will be incurred by the Vestry by reason of the Works of the Company in altering or making good and maintaining for Three Years any Sewers, and in making good and repairing and maintaining for Three Years any Street or Road or the Footpaths thereof, and the Company shall thereupon, and before they commence the Works, deposit with the said Surveyor the Amount of such Estimate; and if the Amount so deposited shall not be sufficient to defray the Expenses actually incurred, the Deficiency shall, on Demand, be paid by the Company to the said chief Surveyor, and if on the other hand the Expenses shall be less than was estimated the Difference shall be forthwith repaid to the Company.

Regulating Dimensions of certain Bridges;

59. The Bridge for carrying the Railway over *York Road*, otherwise *Maiden Lane*, shall be a flat Iron Girder Bridge spanning the whole Width of the Carriageway of the said Road and having a clear Headway of not less than Eighteen Feet, and for the Purpose of affording such Headway it shall be in the Power of the Company to lower the present Level of the Road, but not to a greater Extent than Two Feet; and the Bridge for carrying the Railway over *Camden Mews* North shall be a flat Iron Girder Bridge spanning the whole Width of the Mews and having a clear Headway of not less than Fifteen Feet, and to obtain such Headway it shall be lawful for for the Company to lower the present Surface of the said Mews, but not more than Two Feet.

and Works in connexion with such Bridges.

60. No Pier or other Works connected with any Bridge to be constructed by the Company for carrying the Railway over any public Street or Road shall extend beyond the Line of Frontage of the Houses on each Side of such Street or Road, and each such Bridge shall be made and maintained Water-tight, and shall be so constructed as to deaden, so far as is practicable, the Sound of Engines and Carriages passing over the Bridge; and all such Screens and other Works shall be erected and maintained by the Company on each Side of every such Bridge in *Saint Pancras* as shall in the Opinion of the said chief Surveyor be necessary for preventing Danger to the Traffic passing along the Street or Roads over which such Bridge shall be constructed.

61. Each

As to Footpaths in Saint Pancras.

61. Each of the Footpaths in the Parish of *Saint Pancras* shown upon the deposited Plans and Sections shall be carried over the Railway by a Foot Bridge to be constructed and maintained by and at the Expense of the Company, to the Satisfaction of the said chief Surveyor.

Alterations may be made in the Works with Consent, &c.

62. Subject to the Provisions of this Act, it shall be lawful for the Company and the said Vestry of *Saint Pancras* to agree as to the Construction of the Works in *Saint Pancras* 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.

Company to pay to Vestry of Saint Pancras Proportion of extra Costs incurred by them in Repair of Streets.

63. And whereas during the Construction of the Works of the Company in the Parish of *Saint Pancras* the Vestry of that Parish will or may be put to additional Expense in the Repair of the Streets and Roads in the Neighbourhood of the said Works: Therefore the additional Expenses which the said Vestry may so incur shall be ascertained, and an Account thereof shall be rendered to the Company on the First Day of *January* in every Year; and unless the Company and the Vestry agree an Arbitrator shall be appointed in manner provided by "The Common Law Procedure Act, 1854," who shall investigate, in case of Dispute, the Correctness of the Expenses comprised in such Account, and determine the Amount thereof to be paid by the Company, which, together with the Costs of the Reference, shall forthwith be paid by them accordingly.

Deposit of Subsoil.

64. The Company shall at their own Expense, deposit the Subsoil excavated, and the Materials of every Road, Street, Carriage or Foot Way, Sewer, Drain, or Gully broken up or opened within the said Parish of *Saint Pancras*, or under the Control of the said Vestry at such Place or Places and in such Manner as will occasion as little Inconvenience as may be to the Inhabitants of the said Parish, and if deposited within the said Parish at such Place or Places only as the Vestry or the said chief Surveyor shall approve.

Company disturbing Pavements to reinstate them, and guard with Lights to prevent Accidents.

65. If the Company shall take up any Part of the Pavement or otherwise disturb the Surface of any Street within the Parish of *Saint Pancras* or under the Control of the Vestry of that Parish, for the Purpose of making any of the Railways, or for any other lawful Purpose, and shall not with due Diligence cause the Ground to be filled in, and the Pavement to be reinstated, and the Surface to be made good in a proper and substantial Manner, and shall not in the mean-

time

time fence and guard the same, and affix and maintain Lights during the Night, near the Places where any Ground shall be open, so as to prevent any Accidents, the Company shall for every such Offence forfeit a Sum not exceeding Five Pounds; and it shall be lawful for the Vestry of *Saint Pancras* to fill in such Ground, and to remove such Rubbish, and to repair and make good the Pavement of any such Street so broken up, and properly to fence and guard any such Excavation, and to place and maintain Lights during the Night to prevent Accidents, as to them shall seem necessary, and the reasonable Costs and Charges thereof shall be paid by the Company to the said Vestry, and in default of Payment thereof, the Amount thereof shall be recovered from the Company as any Penalty is recoverable under the "Companies Clauses Consolidation Act, 1845:" Provided always that such Pavement shall not be considered to have been reinstated in a proper and substantial Manner by the Company, unless the same shall have been reinstated with the same or similar Materials of the like Quality and Thickness, and cemented and bound together in the same or in an equally substantial Manner as those of which it was composed, and in such Manner as shall be satisfactory to the said Vestry or the said chief Surveyor.

In the event of the Company requiring to open the Road, only Half to be interfered with at once.

66. In the event of the Company requiring to open or in any Manner to interfere with the Surface of any Street or Road, or of any Footpath within the Parish of *Saint Pancras*, or under the Control of the Vestry of that Parish, then and in such Case only One Half of the Surface of such Road and only One Footpath shall be first opened or interfered with, leaving the other Half of the said Street or Road, and One Footpath for the Passage of the Public, until such Time as it shall have been certified in Writing by the said chief Surveyor that the Half of the said Street or Road and the Footpath first opened or interfered with has been restored to a good and proper State for the Safety and Convenience of the Public; and then, and not before, it shall be lawful for the Company temporarily to shut up the other Half of the said Street or Road and the other Footpath.

Penalty on Company for Neglect, &c. in carrying out Provisions herein named relating to Saint Pancras.

67. If the Company shall fail to carry out any of the Provisions herein contained for the Protection of the Vestry of *Saint Pancras* or with reference to such Parish, they shall forfeit and pay to the said Vestry a Sum not exceeding Fifty Pounds for every such Default, and an additional Sum not exceeding Twenty Pounds for each Day during which any such Default shall continue after they shall have received Notice thereof in Writing from the said chief Surveyor; and such Penalties may be recovered before a Justice, anything contained in an Act made and passed in the Session holden in the Second and Third Years of the Reign of Her present Majesty, Section 71., or in any other Act or Acts to the contrary notwithstanding.

 68. Excepting

As to Settlement of Differences with Saint Pancras.

68. Excepting as herein otherwise provided, any Difference which may arise under the Provisions in this Act contained between the Company and the chief Surveyor of the said Vestry of *Saint Pancras* shall be from Time to Time referred to and determined, at the Expense of the Company, by an Engineer to be agreed upon between the said chief Surveyor and the Company, or, failing any such Agreement, by an Engineer to be appointed on the Application of either Party by the President for the Time being of the Institution of Civil Engineers.

Mode of recovering Money from the Company.

69. Any Sum of Money which may be expended, or Costs, Charges, and Expenses which may be incurred by the said Vestry in paving, diverting, altering, or making good any Road, Street, Footway, Sewer, Drain, or Gully, or otherwise, by reason of the same or any of them having been broken up, opened, or damaged, by or for the Purposes of the Company, or any other Sum recoverable or to be recovered by the Vestry under this Act, may be recoverable, with all Costs, Charges, and Expenses attending the Proceedings for the Recovery of the same, either by suing upon the said Bond so to be given as aforesaid or by Summons before and Adjudication of any Justice of the Peace acting for the County of *Middlesex;* and any Damages which may be sustained by the Vestry by reason of the Nonobservance by the Company of any of the Provisions of this Act in relation to the said Vestry shall be assessed by any such Justice, and may be recoverable, with all Costs, Charges, and Expenses attending the Proceedings for the Recovery of the same, in like Manner as Costs, Charges, and Expenses are by this Section made recoverable.

Metropolitan Building Act to apply.

70. "The Metropolitan Building Act, 1855," shall extend and apply to the Works by this Act authorized to be constructed.

Local Rates to be made good in the Parish of Saint Pancras.

71. While the Company are possessed under the Authority of this Act of any Lands, Houses, Buildings, or other Property assessed or liable to be assessed to any parochial or other general or special Rate, and until any Works to be constructed under the Authority of this Act in the Parish of *Saint Pancras* are so far completed as to be assessed or liable to be assessed to an Amount equal to or greater than the aggregate Amount of the gross rateable Value of the same Lands, Houses, Buildings, and Property in a Rate made on the Fifteenth Day of *October* One thousand eight hundred and sixty-four, the Company shall be liable to make good the Deficiency in the Assessment for such Rates, by reason of such Lands, Houses, Buildings, or Property being taken or used by them for the Purposes of this Act; and the Deficiency shall be computed according to the Rental at which such Lands, Houses, Buildings, and Property respectively are rated in the said Rate.

72. The

Provision as to Payment of certain Rates in the Parish of Saint Mary, Islington.

72. The Provisions of the 133rd Section of "The Lands Clauses Consolidation Act, 1845," with respect to the Payment of Land Tax and Poor's Rate shall, as to any Lands or Property to be acquired under the Authority of this Act, extend to all Rates now chargeable upon Property in the Parish of *Saint Mary, Islington*.

Fourteen Days Notice to be given to Surveyor of Parish of Saint Mary, Islington, before breaking Roads.

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

For preventing Stoppages or Obstructions of Traffic.

74. Provided always, That it shall not be lawful for the Company in carrying into effect the Works by this Act authorized to stop up or to obstruct or impede (except temporarily during the Construction of such Works) the Passage along any Road in the said Parish of *Saint Mary, Islington*, in the County of *Middlesex*, or to alter, without the Consent of the Vestry of the Parish of *Saint Mary, Islington*, the present Level or Inclination of any such Road or any Part thereof, except that Part of *York Road* adjoining *Market Area*, and a Portion of the said *Market Area*, and also *Bickerton Road* and *Hargrove Park Road:* Provided nevertheless, that in the event of its being necessary in the Construction of the Works hereby authorized that any such Road should be temporarily stopped up, it shall not be lawful for the Company so to stop up the same until they shall have made another good and sufficient Road over or immediately contiguous to the Road so to be temporarily stopped up, and the said Road shall be restored by the Company at their Expense, within Four Months at the least after the First Interference therewith, in as good State, Condition, and Repair as the same was in before such Interference, and to the reasonable Satisfaction of the Surveyor of the Highways for the Time being of the Vestry of *Saint Mary, Islington*. The Bridges for carrying the said Railway across *York Road* and *Highgate Hill* shall be Iron Girder Bridges spanning the whole Width of the Carriageway and Footpaths of the said Roads and having a clear

Headway

Headway of not less than Eighteen Feet, except the Bridge over *Highgate Hill*, the clear Headway of which may be but shall not be less than Seventeen Feet; provided that the Southernmost Bridge in *York Road* may be supported on Four Columns; provided nevertheless, that no such Bridge shall be of a less Span than Fifty Feet: And the Bridges carrying the said Railway over any other of the Roads in the said Parish shall be Iron Girder Bridges spanning the whole Width of such Roads and Footpaths and having a clear Headway of not less than Sixteen Feet; provided nevertheless, that no such Bridge shall be of a less Span than Forty Feet: Provided also, that no Bridge carrying the Railway over any of the Roads in the said Parish shall be of a greater Width between the Parapet Walls thereof than Forty Feet.

Bridges to be Water-tight.

75. All the Bridges for carrying the Railways over any of the Streets or Roads within the Parish of *Saint Mary*, *Islington*, shall be so constructed as that Water shall not run or come through any of the said Bridges upon the said Streets or Roads; and in every Case in which any Water shall run or come through any of the said Bridges, the Company shall forfeit and pay Five Pounds for every Day the same shall continue after Notice in Writing has been given or left at the Office of the Company. Close Screens shall be erected on each Side of every Bridge in the said Parish, each such Screen not to be less than Eight Feet Six Inches in Height above the Level of the Rails, and to be constructed to the reasonable Satisfaction of the Surveyor for the Time being of the said Parish.

Footpaths to be paved.

76. The said Company shall pave to the Satisfaction of the Vestry of *Saint Mary*, *Islington*, the Road and Footpaths under the said Bridges.

Company and Vestry of St. Mary, Islington, may agree, &c.

77. Subject to the Provisions of this Act it shall be lawful for the Company and the said Vestry of *Saint Mary*, *Islington*, to agree as to the Construction of the Works in *Saint Mary*, *Islington*, 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.

Powers for compulsory Purchases limited.

78. 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 Three Years from the passing of this Act.

79. The

Land for extraordinary Purposes.

79. The Company may from Time to Time purchase by Agreement any Quantity of Land, not exceeding in the whole One Acre, for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act.

Limiting Time for Completion of Works.

80. The Railways shall be completed within Five Years from the passing of this Act, and upon the Expiration of that Period all the Powers by this Act granted for making the Railways or otherwise in relation thereto shall cease to be exercised, except as to so much of the same as shall then be completed.

Security for Completion of Railways within Time limited.

81. And 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 Twenty-five thousand seven hundred and eighty Pounds Stock in the Three Pounds *per Centum* Consolidated Bank Annuities, purchased for the Price or Sum of Twenty-three thousand two hundred Pounds, has been transferred into the Name of the Accountant-General of the Court of Chancery in *England*; And whereas the said Sum of Twenty-three thousand two hundred Pounds is Eight *per Centum* upon the Amount of the Estimate of Expense of the intended Railways comprised in this Act as introduced into Parliament: And whereas during the Progress of this Act through Parliament a certain Line of Railway originally comprised therein has been omitted therefrom: And whereas the Expense of the Railways and Works by this Act authorized is estimated at the Sum of Two hundred and sixty thousand Pounds, and Eight *per Centum* upon that Sum amounts to Twenty thousand eight hundred Pounds, and the Sum of Twenty-three thousand one hundred and fourteen Pounds Stock as aforesaid is equivalent to the said Sum of Twenty thousand eight hundred Pounds, at the Price at which the said Sum of Twenty-five thousand seven hundred and eighty Pounds Stock was originally purchased as aforesaid: Therefore, notwithstanding anything contained in the said recited Act, the Sum of Twenty-three thousand one hundred and fourteen Pounds Stock, Part of the said Sum of Twenty-five thousand seven hundred and eighty Pounds Stock so transferred as aforesaid in respect of the Application for this Act, or the Interest or Dividends of that Sum, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons, or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railways, either open the same for the public Conveyance of Passengers or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized

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 Railways for the public Conveyance of Passengers or have given such Proof as aforesaid to the Satisfaction of the Board of Trade, the said Sum of Twenty-three thousand one hundred and fourteen Pounds Stock 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 Twenty thousand eight 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 a Sum equal to the said Sum of Twenty thousand eight hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railways, either open the same for the public Conveyance of Passengers or prove to the Satisfaction of the Board of Trade 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 the Railways 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 the said Sum of Twenty-three thousand one hundred and fourteen Pounds Stock, and the Interest or Dividends thereof, shall be paid or transferred 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, or the Executors or Administrators of such Survivor, 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 so deposited, 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 Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

82. On

Release of Balance of Stock transferred.

82. On the Application of the Persons named in the Warrant or Order by which the Transfer of the said Sum of Twenty-five thousand seven hundred and eighty Pounds Stock as aforesaid was directed to be made, or of the Survivor of such Persons, or of the Executors or Administrators of such Survivor, by Petition in a summary Way, the High Court of Chancery may and shall order that the Sum of Two thousand six hundred and sixty-six Pounds Stock, Balance of the said Sum of Twenty-five thousand seven hundred and eighty Pounds Stock as aforesaid, after deducting therefrom the said Sum of Twenty-three thousand one hundred and fourteen Pounds Stock, and the Interest and Dividends thereof, be paid to the Parties or Party so applying, or to any other Person or Persons whom they or he may appoint in that Behalf.

Tolls.

83. The Company may demand any Tolls for the Use of the Railways not exceeding; (to wit,)

On Goods and Merchandise.

In respect of the Tonnage of all Articles conveyed upon the Railways, or any Parts thereof respectively, as follows:

Class 1. . For all Coals, Cinders, Dung, Compost, 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:

Class 2. For all Coke, Culm, and Charcoal, 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 similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *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 One Halfpenny:

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 Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

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 Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 5. And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not

not weighing more than One Ton, carried or conveyed on a Truck or Platform belonging to the Company, *per* Mile not exceeding Sixpence; 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 so conveyed may weigh.

For Animals, &c.

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

Class 6. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per* Mile not exceeding Threepence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny:

Class 7. 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 Penny:

Class 8. 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 Halfpenny.

For Passengers.

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

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

Tolls for propelling Power.

84. The Company may demand for the Use of Engines for propelling Carriages on the Railway any Tolls not exceeding One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls by this Act authorized to be taken.

Maximum Rates of Charge for Passengers.

85. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers upon 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:

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 One Penny Halfpenny *per* Mile.

86. The

Restriction as to Charges not to apply to Special Trains.

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

Passengers Luggage.

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

Maximum Charges for Goods and Animals.

88. The maximum Rate of Charge to be made by the Company for the Conveyance of Animals, Articles, Matters, or Things respectively included in the Classes before mentioned, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, (except a reasonable Sum for loading, covering, and unloading Goods at any Terminal Station of such Goods, and for Delivery 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,)

For the Matters mentioned in Class 1, not exceeding One Penny Halfpenny *per* Ton *per* Mile:

For the Matters mentioned in Class 2, not exceeding Twopence *per* Ton *per* Mile:

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

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

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

For every Animal mentioned in Class 6, not exceeding Fourpence *per* Mile:

For every Animal mentioned in Class 7, not exceeding Threepence *per* Mile:

For every Animal mentioned in Class 8, not exceeding Twopence *per* Mile.

Regulations as to Tolls.

89. The following Provisions and Regulations shall be applicable to the fixing of the Tolls and maximum Rates of Charge; (to wit,)

For Articles, Animals, or Persons conveyed on the Railway for a less Distance than Three Miles the Company may demand Tolls and Charges as or Three Miles:

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

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

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

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

Tolls for small Parcels and single Articles of great Weight.

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

For the Carriage of small Parcels on the Railway, or any Part thereof, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel exceeding Seven Pounds in Weight but not exceeding Fourteen Pounds in Weight, Fivepence

For any Parcel exceeding Fourteen Pounds in Weight but not exceeding Twenty-eight Pounds in Weight, Sevenpence:

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

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

Provided, 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 any One Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence *per* Ton *per* Mile; and if conveyed in or upon a Carriage belonging to

to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

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

Definition of Terminal Station.

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

Company may take increased Charges by Agreement.

92. This Act or anything herein 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.

Great Northern Railway Company to use Railways.

93. The *Great Northern* Railway Company may pass over and use with their Engines, Carriages, and Servants, and for the Purposes of Traffic of all kinds, all or any Part of the Railways hereby authorized, together with all Stations, Junctions, Sidings, Platforms, Booking and other Offices, Wharves, Yards, Warehouses, Watering Places and Supplies of Water, Approaches, Signals, Signal Posts, Telegraphs, Turn-tables, Works, and Conveniences in, upon, or connected with the said Railways, and the Company shall make all requisite Arrangements for the before-mentioned Purposes.

Terms of such User.

94. The Terms, Conditions, and Regulations to which the *Great Northern* Railway Company shall be subject in respect to the Use of the said Railways, Works, and Conveniences, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the Company, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, and the Decision of such Arbitrator shall be binding and conclusive on the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct, and either of the said Companies who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to the other Company any Sum not exceeding Fifty Pounds for every such Offence, and Ten Pounds for every Day during which such Offence shall continue.

95. The

Power to use other Railways.

95. The Company, and all other Companies and Persons from Time to Time lawfully using the Railways or any Part of the Railways of the Company, may run over, work, and use with their Engines and Carriages, Officers, and Servants, and for the Purposes of Traffic of every Description passing from or intended to pass to the Railways by this Act authorized, or any Part thereof, the Portion of the Railways (whether now executed and constructed, or authorized or to be hereafter authorized) of the *Edgware, Highgate, and London* Railway Company between the Junction therewith by this Act authorized and the *Alexandra Park*, and also all Stations (other than the Station now being constructed by the last-mentioned Company at or near *Jackson's Lane*), Junctions, Sidings, Platforms, Booking and other Offices, Wharves, Yards, Warehouses, Watering Places and Supplies of Water, Approaches, Signals, Signal Posts, Telegraphs, Turn-tables, Works, and Conveniences necessary for such Traffic in, upon, or connected with the said Portion of Railways; and, as regards Traffic conveyed by them, the Company may demand and take the same Tolls and Charges upon and in respect of the said Portion of Railways as if such Portion of Railways were Part of the Railways by this Act authorized.

Terms of such Use.

96. The Terms, Conditions, and Regulations to be observed and fulfilled, and the Tolls, Charges, Rent, or other Considerations to be paid by the Company, for and in respect of the Use of such Railways, shall be such as are from Time to Time agreed upon between the Company and the *Edgware, Highgate, and London* Railway, or failing such Agreement as may from Time to Time be determined by an Arbitrator to be appointed by the Board of Trade, on the Application of either of the Companies; and the Cost of the Arbitration shall be in his Discretion, and the Decision of such Arbitrator shall be final and binding on both Parties.

Facilitating Transmission of Traffic over certain Lines.

97. The *Edgware, Highgate, and London*, the *Watford and Edgware Junction*, and the *North London* Railway Companies, and each and every of those Companies, shall from Time to Time book and invoice through, and render all necessary Facilities by Through Rates (to be divided by Mileage), Through Waggons, Carriages, and Trucks, and otherwise, and perform all necessary Services for the Transmission of Traffic passing or intended to pass over the Railways by this Act authorized, or any Part thereof, to or from the Railways or any Part of the Railways of the said Companies, or of any or either of them, and for providing against any undue Interruption or Delay in the Passage of such Traffic to its Destination; and the Company shall afford similar Facilities to Traffic coming from or destined for the respective Undertakings of the said other Companies.

98. The

Traffic Arrangements.

98. The Company on the one part, and the *London and North-western*, the *Great Northern*, and the *North London* Railway Companies, or any One or more of those Companies on the other part, may from Time to Time enter into and carry into effect Contracts or Agreements with respect to the following Purposes, or any of them, and any incidental Matters; (that is to say,)

The Maintenance, Use, and working by any or either of the contracting Companies of all or any Part of the Railways and Works of the other or others of them, and of all or any of the Stations, Works, and Conveniences belonging thereto, and the Costs and Expenses thereof:

The Regulation, Management, and Transmission by any or either of the contracting Companies of the whole or any Part of the Traffic thereon:

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

The fixing, Collection, Payment, Division, Appropriation, and Distribution of the Tolls and other Income arising from such Railways and Works:

The Rents, Payments, Deductions, and Allowances to be made or paid by any or either of the contracting Companies to or for any other or others of them, and any such Contract or Agreement may be made for the same Period of Time with reference to all the Purposes of the Contract, or for different Periods with reference to different Purposes.

Tolls may be taken by other Companies, subject to Working Agreements.

99. If under the Provisions of this Act, or of "The Railways Clauses Consolidation Act, 1845," or any Contract or Agreement authorized by this Act, the Company agree with any other Company for the Use by any such other Company of the Railways, then and in such Case, during such Contract or Agreement, Tolls and Charges not exceeding such as are authorized by this Act may be demanded and taken by such other Company upon or in respect of the Railways in accordance with the Terms and Stipulations of such Contract or Agreement, and such Tolls and Charges, or any agreed proportionate Part thereof, shall be paid over to the Company, or be retained by such other Company, for their own Use or Benefit, subject to such Deductions, Payments, or Liabilities as may be provided for in such Contract or Agreement.

Tolls partly on Railways and partly on other Railways.

100. Where under this Act any Passengers, Animals, or Things are conveyed by any Company other than the Company by this Act incorporated a Distance less in the whole than Three Miles, partly on the Railway by this Act authorized and partly on the Railway of such

such other Company, that Company may demand and take Tolls, Fares, Rates, and Charges not exceeding the maximum Tolls, Fares, Rates, and Charges as for Three Miles only, and for a Fraction of a Mile beyond Three Miles that Company may, with respect to Goods and Animals, demand Tolls 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 with respect to Passengers every Fraction of a Mile beyond Three Miles shall be deemed a Mile; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods conveyed as aforesaid than the Charge in this Behalf herein authorized.

Railways to be deemed continuous as to Tolls.

101. In estimating Tolls, Fares, or Charges when the Railways by this Act authorized, or any Part thereof, are or is from Time to Time worked over by any other Company, the same and the several other Railways from Time to Time worked over by such other Company shall be deemed One continuous Line of Railway.

Interest or Dividend not to be paid on Calls paid up.

102. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of 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 contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

103. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised, 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 execute any other Work or Undertaking.

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

104. Nothing in this Act contained shall exempt the Railways by this Act authorized to be made from the Provisions of any General Act relating to Railways or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament,

Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, by this Act respectively authorized.

Expenses of Act.

105. All Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

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