ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. ccv.

An Act for authorizing the *Tottenham and Hampstead Junction* Railway Company to make and maintain an additional Line of Railway, and to raise further Monies; and for other Purposes.

[28th *July* 1863.]

WHEREAS by "The *Tottenham and Hampstead Junction* Railway Act, 1862," the *Tottenham and Hampstead Junction* Railway Company (in this Act called "the Company") were incorporated with a Capital of One hundred and sixty thousand Pounds, and Power to borrow not exceeding Fifty-three thousand three hundred Pounds, and were authorized to make and maintain the *Tottenham and Hampstead Junction* Railway, consisting of a Railway (Number 1) commencing by a Junction with the *Hampstead Junction* Railway in the Parishes of *Saint Pancras* and *Saint John Hampstead*, or One of them, in the County of *Middlesex*, and terminating in the Parish of *Allhallows Tottenham*, in the same County, and a Railway (Number 2) commencing with a Junction with Railway Number 1 at the Termination thereof in the said Parish of *Allhallows*, and terminating in the same Parish by a Junction with the *Northern and Eastern* Railway, and of Three Junction or short Lines therein described, and distinguished as Railways Numbers 3, 4, and

25 & 26 Vict. c. cc.

3, 4, and 5 respectively; and Working and Traffic Arrangements between the Company and the *London and North-western* Railway Company and the *Eastern Counties* (now called the *Great Eastern* Railway Company) (in this Act called "the *Great Eastern* Company"), or either of them, were authorized: And whereas it is expedient that the Company be authorized to make and maintain a Railway (in this Act called "The *Junction Road* Branch") situate wholly in the Parish of *Saint Pancras* in the County of *Middlesex*, commencing by a Junction with their authorized Railway (Number 1), and terminating at *Junction Road*: And whereas Plans and Sections showing the Line and Levels of the Railway and Works by this Act authorized, together with Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in which the same are to be made and maintained, have been deposited with the Clerk 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 it is expedient that the Company and the *Great Eastern* Company be authorized to enter into Working and Traffic and other Arrangements with respect to the proposed Railway: And whereas it is expedient that the Company be authorized to apply their Funds for the Purposes of this Act, and to raise further Monies: And whereas the *Great Eastern* Company are willing and it is expedient that they be authorized to contribute towards the Funds of the Company for the Purposes of the recited Act, and to raise Monies for such Purposes as herein-after mentioned: And whereas the Objects of this Act cannot be attained 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 for all Purposes be cited as "The *Tottenham and Hampstead Junction* Railway Act, 1863."

8 & 9 Vict. cc. 18. & 20. and 23 & 24 Vict. c. 106. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," (save so far as any of the Sections and Provisions of those Acts respectively are by this Act expressly varied or excepted,) are respectively incorporated with this Act.

Part of 8 & 9 Vict. c. 16. incorporated.

3. The following Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act, and for the Purposes of this Act with respect to the Company and the *Great Eastern* Company respectively apply to those Companies respectively; (that is to say,)

With respect to the Distribution of the Capital of the Company into Shares:

With

With respect to the Transfer or Transmission of Shares:
With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls:
With respect to the Forfeiture of Shares for Nonpayment of Calls:
With respect to the Remedies of Creditors of the Company against the Shareholders:
With respect to the borrowing of Money by the Company on Mortgage or Bond:
With respect to the Conversion of the borrowed Money into Capital:
With respect to the Consolidation of the Shares into Stock:
With respect to the Provision to be made for affording Access to the Special Act.

Same Meanings to Words in incorporated Acts as in this Act.

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Power to take and use Lands for Works authorized by Act.

5. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use for the Purposes of the Railway and other Works by this Act authorized such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as they think requisite.

Powers for compulsory Purchases limited.

6. The Powers of the Company under this Act for the compulsory Purchase of Lands for the Purposes of the Railway by this Act authorized shall not be exercised after the Expiration of Two Years after the passing of this Act.

Lands for extraordinary Purposes.

7. The Company from Time to Time may purchase by Agreement, in addition to the Lands by this Act authorized to be taken compulsorily, any Quantity of Land for the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," not exceeding in the whole Half an Acre.

Power to make Railway according to deposited Plans.

8. Subject to the Provisions of this Act, the Company from Time to Time may make and maintain in the Line and according to the Levels respectively shown on the deposited Plans and Sections, and in the Lands shown on the deposited Plans and specified in the deposited Books of Reference, and within the Limits of Deviation shown on the deposited Plans, the Railway following, with all proper Stations, Approaches, Works, and Conveniences connected therewith; (that is to say,)

(The *Junction Road* Branch), being a Railway situate wholly in the Parish of *Saint Pancras* in the County of *Middlesex*, commencing by a Junction with the Railway Number 1 mentioned in the Twenty-first Section of "The *Tottenham and Hampstead Junction* Railway Act,

Act, 1862," at the Point where that Railway, as shown on the Plans referred to in that Act, and deposited for the Purposes thereof, is intended to cross a Street called *Green Street*, and terminating in the *Junction Road* at a Point Nineteen Chains or thereabouts from the *Junction Road* Toll Gate, measured in a Southerly Direction.

Power to alter Engineering Works.

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

Continuing the Protection of the Metropolis Turnpike Roads.

10. Whereas it is intended to unite the *Junction Road* Branch Railway with the Railway Number 1 mentioned in the Twenty-first Section of "The *Tottenham and Hampstead Junction* Railway Act, 1862," within Eleven Yards of the *Kentish Town Road*, which is one of the Turnpike Roads under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames:* Therefore Sections Fifty-six, Fifty-seven, and Fifty-eight of the said last-mentioned Act shall remain in force with respect to the Turnpike Roads mentioned in Section Fifty-six, so far as such Roads may be in any way interfered with or affected by the same Act or by this Act, and in particular the Screen Walls or Close Fences in continuation of the Parapet Wall by the Sides of the Bridge over the said *Kentish Town Road* shall on the North Side be set up and carried along the Sides of the *Junction Road* Branch Railway for such Distance, and shall be of such Height, and shall be for ever thereafter maintained and repaired, as if the *Junction Road* Branch Railway had been Part of the said Railway Number 1, and subject to the Enactments of "The *Tottenham and Hampstead Junction* Railway Act, 1862."

11. Wherever

Width and Headway for Roads and Streets.

11. Wherever the *Junction Road* Branch shall be carried across any public Carriage Road or public Street within the Area under the Jurisdiction of the Metropolitan Board of Works, the same 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), and with a Headway of the clear Height of Sixteen Feet throughout the whole Width of such Road or Street.

Sect. 59. of 25 & 26 Vict. c. cc. to apply to this Act.

12. The Fifty-ninth Section of "The *Tottenham and Hampstead Junction* Railway Act, 1862," for the Protection of Sewers of Metropolitan and other Boards, shall extend and apply to the Works and Purposes authorized by this Act as fully and effectually as if such Section were re-enacted in this Act with reference to such Works and Purposes, and such Section shall be construed as if "The Metropolis Management Amendment Act, 1862," had been referred to therein as well as "The Metropolis Management Act, 1855."

A certain Footpath not to be interfered with.

13. Notwithstanding anything in this Act contained, it shall not be lawful for the Company, except with the Consent of the Vestry of the Parish of *Saint Pancras*, to stop up or divert the public Footpath leading from *Junction Road* to *Swain's Lane*, and the Bridge for carrying the said Footpath over the Railway shall be constructed and maintained by the Company to the Satisfaction of the chief Surveyor of the said Vestry.

Bridges over Roads in Saint Pancras to be Watertight.

14. Section 63 of "The *Tottenham and Hampstead Junction* Railway Act, 1862," shall extend and apply to all Bridges for carrying the Railway by this Act authorized over any Street or Road within the Parish of *Saint Pancras*.

Notice to be given to Surveyor of Parish of Saint Pancras.

15. 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 Part of the Railway or Works by this Act authorized within the said Parish of *Saint Pancras*, they shall give to the Vestry of the said Parish, or to their chief 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, Sewer, Drain, or Gully, or to commence the Construction of such Part of the said Railway or Works, and such Notice shall be given not less than Fourteen Days before 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 chief Surveyor or other Officer, or by leaving the same at their respective Offices, and shall specify the Part of the Road, Street, Carriage or Foot Way, or the Site of the Sewer, Drain, or Gully, intended to be broken up or opened, or the Situation of

the Portion of the Railway and Works about to be commenced by the Company, as the Case may be.

Works to be executed under Superintendence.

16. 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 or other Officer aforesaid: Provided always, that if the said chief Surveyor or other Officer 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 or other Officer.

Certain Sewers to be made and others diverted before Works affecting Roads or Sewers commenced.

17. No Works shall be commenced by the Company in front of, across, or abutting upon any Road or Street within the said Parish of *Saint Pancras* until Sewers have been made by the Company in and under every such Road or Street; and before the Company shall open or otherwise interfere with any existing Sewer in the said Parish such Sewer shall be diverted, and such other Works shall be constructed by the Company as shall, in the Opinion of the said chief Surveyor, 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 of *Saint Pancras* now are or hereafter may be.

Company to complete Works in Saint Pancras within Six Months.

18. When and so often as the Company shall, under the Powers herein contained, break up or disturb or cause to be broken up or disturbed any Part of the Soil or Surface of any Street or Road or of any Footway in the said Parish of *Saint Pancras* for any of the Purposes of this Act, the Company shall, within Six Months after any such Street, Road, or Footway shall have been broken up as aforesaid, complete and finish the Works of the Company, and as soon as the Works shall have been constructed it shall be lawful for the said Vestry to make good and repave any such Street, Road, or Footway, and the Expense thereof or occasioned thereby shall be paid by the Company to the said Vestry within Three Months after the same shall be demanded in Writing under the Hand of the chief Surveyor for the Time being of the said Parish; and it shall be lawful for the said Vestry or their chief Surveyor at all Times during the Construction or Repair of the said Works, or any Part or Parts thereof, over, through, upon, along, or under any such Street, Road, or Footway, to have Access to such Works, and to cause any Part of such Streets, Roads, or Footways to be enclosed, watched, and lighted as and when and in such Manner as to them or him may seem necessary; and every Expense occasioned thereby or incidental thereto, including the Costs of any such

such Superintendence, shall be paid by the Company on Demand to the said Vestry, and the Company shall also defray the Expense incurred by the said Vestry in maintaining and keeping in repair such Streets, Roads, and Footways for Six Months next after the same shall have been so paved as aforesaid.

When Works cause a Diversion of Traffic in Saint Pancras, Diversion to be approved by Surveyor.

19. Before the Company shall commence any Works which shall require the stopping up or Diversion of any Thoroughfare within the said Parish of *Saint Pancras*, or shall cause any Obstruction to the passing of Passenger or other Traffic along any such Thoroughfare, every such stopping up, Diversion, or Obstruction shall be subject to the Approval of the said chief Surveyor, and the Company shall before commencing such Works at their own Expense make all such temporary Bridges for the Passage of such Traffic as the said chief Surveyor shall in Writing require.

Deposit of Subsoil.

20. 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*, 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.

As to Settlement of Differences with Saint Pancras Vestry.

21. Excepting as herein otherwise provided, any Difference or Question which may arise under or touching the Provisions herein-before contained, or as to the Works to be executed thereunder, between the Company and the chief Surveyor of the said Vestry of *Saint Pancras*, shall be from Time to Time referred to and determined by some Person to be appointed by the Board of Trade at the Expense of the Company.

Local Rates to be made good.

22. If and while the Company are possessed under this Act of any Lands in the Parish of *Saint Pancras* assessed or liable to be assessed to any Sewer's Rate, Main Drainage Rate, Church Rate, or General Purposes Rate, they shall from Time to Time, until the Railway or the Works thereof are completed and assessed or liable to be assessed to the respective Rate, be liable to make good the Deficiency in the Assessment for the respective Rate by reason of those Lands being taken or used for the Purposes of the Railway or Works, and the Deficiency shall be computed according to the Rental at which those Lands with any Buildings thereon are now rated, and on Demand the Company shall pay the Deficiency to the Collector of the respective Rate.

Period for Completion of Railway.

23. The Railway by this Act authorized shall be completed within Three Years after the passing of this Act, and on the Expiration of that Period the Powers of the Company for making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

24. Whereas,

Bonds for Completion of Railway.

24. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, the Sum of Two thousand seven hundred Pounds Three *per Centum* Consols, being equal to a Sum of Two thousand four hundred and eighty Pounds, Eight *per Cent.* upon Thirty-one thousand Pounds, the Amount of the Estimate of Expense of the Railway originally proposed to be authorized by this Act, has been transferred into the Name and with the Privity of the Accountant General of the Court of Chancery with respect to the Application to Parliament for this Act: And whereas inasmuch as Part of the Undertaking originally proposed is not now authorized by this Act, and the Estimate of the Expense of the Undertaking as by this Act authorized has been reduced to Twenty thousand Pounds, be it enacted, That, notwithstanding anything contained in the said last-recited Act, so much of the said Sum of Two thousand seven hundred Pounds Three *per Centum* Consols as was at the Time of the Transfer aforesaid equal to the Sum of One thousand six hundred Pounds, being Eight *per Centum* on Twenty thousand Pounds, or the Interest or Dividends thereof, shall not, except on the Execution and Deposit of such Bond as herein-after expressed, be paid or transferred to or upon the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of that Act, or the Survivors or Survivor of them, except the Company, before the Expiration of the Period by this Act limited for the Completion of the Railway, either open the Railway 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 Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital; and if that Period expire before the Company either have opened the Railway for the public Conveyance of Passengers, or have given the Proof to the Satisfaction of the Board of Trade, such Portion of the said Sum of Money transferred as aforesaid as was at the Time of such Transfer equal to the Sum of One thousand six hundred Pounds, and the Interest and Dividends thereof, shall immediately from and after the Expiration of that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then 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: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of One thousand six hundred Pounds be executed by the Company, with One or more Sureties, (the Bond to be prepared to the Satisfaction of, and the Surety or Sureties to be approved by, the Solicitor to the Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of One thousand six hundred Pounds if the Company do not, within the Time by this Act limited for the Completion of the Railway, either

either open the Railway 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 Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital, and if the Bond be deposited with the Solicitor to the Treasury, then such Portion of the said Sum of Money so transferred as aforesaid as was equal to the Sum of One thousand six hundred Pounds at the Time of such Transfer, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed; and the Monies to be recovered on the Bond shall be dealt with in like Manner as the deposited Sum and the Interest or Dividends thereof would be dealt with under this Act if the Bond were not executed and deposited; and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

Court of Chancery to order Transfer of surplus Deposit.

25. The Court of Chancery may and shall at any Time after the passing of this Act, on Application by the Company or on their Behalf by Petition in a summary Way, order that so much of the said Sum of Two thousand seven hundred Pounds Three *per Centum* Consols as was at the Time of the said Transfer equal to the Sum of Eight hundred and eighty Pounds, and any Dividends thereon, may be transferred and paid to the Company, or to such Person or Persons as the Company may appoint in that Behalf, and upon such Order being made such Portion of the said Sum of Two thousand seven hundred Pounds Three *per Centum* Consols as was at the Time of the said Transfer equal to the Sum of Eight hundred and eighty Pounds, and the Dividends thereon, shall be transferred and paid to the Company, or to such Person or Persons as the Company shall appoint.

Railway to form Tottenham and Hampstead Junction Railway.

26. The Railways and Works by "The *Tottenham and Hampstead Junction* Railway Act, 1862," and this Act respectively authorized to be made and maintained by the Company shall together form the *Tottenham and Hampstead Junction* Railway, and shall for all Purposes whatsoever be the Railway of the Company.

Tolls on Railway.

27. Subject to the Provisions of "The *Tottenham and Hampstead Junction* Railway Act, 1862," and this Act respectively, the Company from Time to Time may demand and take in respect of the *Tottenham and Hampstead Junction* Railway for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and

for all Services performed by them thereon and thereat, the like Amount of Tolls, Fares, Rates, and other Charges as by "The *Tottenham and Hampstead Junction* Railway Act, 1862," the Company are from Time to Time authorized to demand and take for like Traffic, Services, and Matters on or with respect to the Parts by that Act authorized of the *Tottenham and Hampstead Junction* Railway, and with and subject to the like Powers and Provisions as if the whole of the *Tottenham and Hampstead Junction* Railway had been originally authorized by "The *Tottenham and Hampstead Junction* Railway Act, 1862."

Maximum Tolls.

28. Provided, That the maximum Charges to be made by the Company with respect to Tolls, Fares, Rates, and Charges for the User of the *Tottenham and Hampstead Junction* Railway, or any Part thereof, and for Locomotive Engines or other Power, and for Carriages, Waggons, and Trucks, and every Expense incidental to the Conveyance of Traffic thereon, shall not exceed the several Sums in that Behalf limited by "The *Tottenham and Hampstead Junction* Railway Act, 1862."

Railways used by Company to be deemed continuous.

29. The several Lines of Railway of the Company from Time to Time used by the Company shall for the Purposes of Tolls, Fares, Rates, and Charges be deemed to be One continuous Line of Railway.

Power to Company and Great Eastern Company to enter into Agreements.

30. The Company and the *Great Eastern* Company from Time to Time may enter into, make, and carry into effect all such Agreements and Arrangements with respect to any of the Purposes in that Behalf by this Act authorized, and all Matters incidental and accessory thereto, and on such Terms and Conditions, as the contracting Companies from Time to Time think fit.

Purposes for which the Agreements may be made.

31. The Purposes for which Agreements and Arrangements may under this Act be from Time to Time entered into between the Company and the *Great Eastern* Company comprise the following Purposes; (that is to say,)

First, the maintaining, working, managing, and using by the contracting Companies, or either of them, of all or any Parts of the Railways, Works, and Conveniences of the Company by "The *Tottenham and Hampstead Junction* Railway Act, 1862," and this Act respectively authorized:

Secondly, the supplying by the contracting Companies, or either of them, of Engines, Carriages, and Rolling Stocks and Plant for all or any Parts of those Railways, Works, and Conveniences:

Thirdly, the Regulation, Management, and Apportionment by the contracting Companies, or either of them, of Traffic passing over all or any Parts of those Railways:

Fourthly, the levying, fixing, Receipt, Division, and Apportionment to, for, or between the contracting Companies, or either of them, of all or any Part of Tolls in respect of Traffic:

Fifthly,

Fifthly, the Payment by the contracting Companies to each other, in respect of all or any of those several Matters, of a fixed or contingent Rent.

Agreements not to affect third Parties.

32. No such Agreement under this Act shall in any Manner increase, diminish, alter, or affect any of the Tolls and Charges which the contracting Companies, or any of them, are from Time to Time respectively authorized to demand or take from any other Company or Person, but all other Companies or Persons shall, notwithstanding any such Agreement, be entitled to the User and Benefit of the Railways to which the Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls and Charges, as if the Agreement were not entered into.

Approval of Agreements by Board of Trade.

33. Every such Agreement under this Act (save such Agreements as can from Time to Time be entered into under the Provisions of "The Railways Clauses Consolidation Act, 1845,") shall be subject to the Approval of the Board of Trade, and they shall not approve any such Agreement without being satisfied as to its having the Sanction of the Shareholders by this Act required.

Sanction of Shareholders for Agreements.

34. No such Agreement under this Act, nor any Modification thereof, shall have any Operation or Effect unless it be sanctioned by not less than Three Fifths of the Votes of the Shareholders present, in person or by proxy, at an Extraordinary General Meeting of every Company Party thereto specially convened for the Purpose.

Modification of Agreements by Board of Trade.

35. Provided, That at the Expiration of every Ten Years after the making of the respective Agreement under this Act, and so from Ten Years to Ten Years, the Board of Trade may require the contracting Companies to modify the Terms and Conditions thereof in such Manner as the Board of Trade think necessary, and the Agreement shall be modified accordingly.

Notice of Revision.

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

Contracts may be renewed with the Approval of the Board of Trade.

37. At the Expiration or other sooner Determination of any such Contract as aforesaid the Company and the *Great Eastern* Company, with the Consent in Special Meeting of the Shareholders of such Companies as by this Act required, and subject to the Approval of the Board of Trade, may enter into a further Contract for all or any of the Purposes aforesaid: Provided that before such Companies shall enter into any such further Contract as aforesaid they shall give Notice of their Intention so

to

to do by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Two successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway is situated, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract, and desiring to object thereto, may bring such Objections before the Board of Trade, and no such Contract shall be valid at Law or in Equity until the same shall have been approved by the Board of Trade; and provided further, that any such Contract during the Subsistence thereof shall be subject to the Revision of the Board of Trade on the Expiration of every Ten Years, as by this Act provided in regard to the First Contract or Agreement between the Companies Parties thereto.

Meetings of Shareholders for sanctioning Agreements to be convened by Advertisements and Circulars.

38. Every Meeting of any of the contracting Companies for sanctioning any such Agreement under this Act, or any Modification thereof, shall be called by Advertisement inserted for Two successive Weeks in a *London* daily Morning Newspaper, and in some Newspaper of the County in which the principal Office of the Company convening the Meeting is situate, the last of which Advertisements shall be published not less than Seven Days before the Day for holding the Meeting.

Modifications of Contracts.

39. Any such Contract may be varied or determined by Consent of the Parties thereto, but any such Variation or Determination shall not operate or take effect until assented to by the Shareholders in each Company and by the Board of Trade in manner herein-before provided in case of any such further Contract, Notice of such intended Variation being also given previously to such Approval in manner aforesaid.

Power for Company to raise additional Capital by new Shares.

40. The Company from Time to Time may, by the Creation and Issue of new Shares, raise a Capital of Fifty thousand Pounds, in addition to the Capital which they are now authorized to raise by Shares.

Classes and Privileges of new Shares.

41. Such, if any, of the new Shares which the Company are by this Act authorized from Time to Time to create and issue as are not issued until after the Railway by "The *Tottenham and Hampstead Junction* Railway Act, 1862," is completed and opened for public Traffic, may be issued by them, with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at an Extraordinary General Meeting of the Company specially convened for the Purpose, with or without a preferential Dividend, and when and as the Company from Time to Time think fit, and the Company, as they from Time to Time think fit, may fix the Amounts of the new Shares, and the Amounts and Times of Payment of Calls thereon: Provided always, that no new Share issued under this Act shall bear any preferential Dividend beyond the

Rate

Rate of Five Pounds *per Centum per Annum* on the Amount from Time to Time paid thereon.

Limit of Profits applicable to preferential Dividends.

42. If in any Year ending with the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of the preferential Dividend for that Year on the new Shares, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Certificates to state Conditions on which Preference Shares issued.

43. Provided, That the Terms and Conditions to which the Preference is subject shall be clearly stated on the Certificate of every Share to which the Preference attaches.

If Ordinary Shares at a Premium, new Shares to be offered to existing Shareholders.

44. If at the Time of the issuing by the Company of any new Shares under this Act the then Ordinary Shares of the Capital of the Company are at a Premium, the new Shares to be then issued by them shall (except so far as a General Meeting of the Company specially convened for the Purpose by at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, thereat otherwise determine) be of such Amount as will conveniently allow the same to be apportioned among the then Holders of the ordinary Shares of the Capital of the Company in proportion to the Ordinary Shares held by them respectively, and shall be offered to them at Par in that Proportion.

Offer of new Shares to be made by Letter.

45. Every such Offer of new Shares shall be made by Letter under the Hand of the Secretary of the Company, delivered or sent by Post, addressed to every ordinary Shareholder of the Company according to his Address in the Shareholders Address Book, or left for him at his usual or then last known Place of Abode, and every such Offer made by Letter sent by Post shall be considered as made on the Day on which the Letter in the ordinary Course of the Post ought to be delivered at the Place to which it is addressed.

New Shares to vest in accepting Shares.

46. The new Shares so offered shall vest in and belong to the ordinary Shareholders who accept them, or their Nominees.

Disposal of unaccepted new Shares to others.

47. If any such ordinary Shareholder fail for One Month after the Offer of new Shares to accept them, the Company may dispose of the so offered and unaccepted new Shares to any other Persons.

Directors may enlarge Time for accepting new Shares.

48. Provided, That where from Absence abroad, or other Cause satisfactory to the Directors, any such ordinary Shareholder omits to signify within the Time by this Act limited his Acceptance of the new Shares offered to him, the Directors, if they think proper, but not otherwise, may permit him to accept them, notwithstanding the Time has elapsed.

General Disposal by Company of new Shares.

49. Except as is by this Act otherwise provided with respect to offering new Shares to ordinary Shareholders, the Company from Time to Time may dispose of the new Shares created by them under this Act at such Times, to such Persons, and on such Terms and Conditions (not being less than the nominal Amount of such Shares) as the Company think fit.

Dividends on new Shares.

50. Every Person who becomes entitled to any new Share created by the Company under this Act shall in respect of the same be a Shareholder of the Company, and, unless before the Time of the Issue thereof it be otherwise resolved, shall be entitled to a Dividend with the other Shareholders proportioned to the Amount from Time to Time paid up on the new Share, and to the like Rights of voting and Qualification and Privileges as the Holders of the other ordinary Shares of the Capital of the Company.

Power to borrow on Mortgage.

51. The Company from Time to Time may borrow on Mortgage under this Act, in addition to the Sums which they are by "The *Tottenham and Hampstead Junction* Railway Act, 1862," authorized to borrow, any Sums of Money not exceeding in the whole Sixteen thousand six hundred Pounds, but no Part thereof shall be borrowed until the whole of the additional Capital of Fifty thousand Pounds by this Act authorized to be raised by new Shares is subscribed for or taken, and One Half thereof is actually paid up, and until the Company shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for or taken *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

Priority of existing Mortgages.

52. Provided, That the several Mortgages from Time to Time before the passing of this Act granted by the Company, and on the passing of this Act in force, shall during the Continuance thereof respectively have Priority over the Mortgages from Time to Time granted by the Company under this Act.

Re-borrowing.

53. The Company from Time to Time may re-borrow under this Act not only all or any Part of the Sum which they are by this Act authorized to borrow, but also all or any Part of the Sum which they are by "The *Tottenham and Hampstead Junction* Railway Act, 1862," authorized to borrow.

Arrears may be enforced by Appoint-

54. The Mortgagees of the Company may enforce the Payment of Principal and Interest due on their respective Mortgages by the Appointment

ment of a Receiver, and the Amount to authorize a Requisition for a Receiver is One thousand five hundred Pounds. ment of a Receiver.

55. All and every Part of the Money raised by the Company under this Act by new Shares and by borrowing shall be applied only for the Purposes by "The *Tottenham and Hampstead Junction* Railway Act, 1862," and this Act respectively authorized, and the Company may apply for Purposes of this Act any Money raised by them under "The *Tottenham and Hampstead* Junction Railway Act, 1862," and not required for Purposes of that Act. Application of Monies by Company.

56. The *Great Eastern* Company from Time to Time may subscribe for or take and hold Shares of the Capital authorized to be raised by "The *Tottenham and Hampstead Junction* Railway Act, 1862," to any Extent not exceeding Fifty thousand Pounds, and the *Great Eastern* Company shall not sell any Share so taken. Power for Great Eastern Company to contribute towards Funds of Company.

57. For the Purposes of such Contribution by the *Great Eastern* Company towards the Funds of the Company the *Great Eastern* Company from Time to Time may raise any Monies by the Creation and Issue of new Shares or Stock, either ordinary or preferential; provided that no Preferential Shares or Stock shall be so issued with a Dividend thereon exceeding Five Pounds *per Centum per Annum*. Power for Great Eastern Company to raise Monies for Contributions towards Funds of Company.

58. The preferential Dividend (if any) to be paid by the *Great Eastern* Company on any Sums which they are by this Act authorized to contribute to the Funds of the Company shall be payable half-yearly out of the Profits of every Year applicable for the Payment of Dividends, and in priority to the Dividend on the Ordinary Shares or Stock; but if and whenever the Profits of any Year ending with the Thirty-first Day of *December* applicable for the Payment of Dividend on any Sums so contributed by the *Great Eastern* Company are insufficient for the Payment in full of the preferential Dividend thereon for that Year, the Deficiency shall not be paid or payable wholly or in part out of the Profits of any subsequent Year, or out of any other Funds of that Company. Payment of preferential Dividend.

59. Provided, That the Terms and Conditions to which the Preference is subject shall be clearly stated on the Certificate of every Share to which the Preference attaches. Restrictions as to Shares.

60. Provided, That any Preference or Priority in the Payment of Interest or Dividend granted by the *Great Eastern* Company with respect to any new Shares or Stock created by them in pursuance of this Act shall not prejudice or affect any Preference or Priority in the Payment of Saving for existing preferential Shares of Companies.

Interest

Interest or Dividend on any other Shares or Stock previously granted by them by or in pursuance of or confirmed by any Act of Parliament passed before this Act, or otherwise from Time to Time lawfully subsisting.

Sanction of Shareholders for Contribution by Great Eastern Company of Company.

61. Provided, That no such Contribution shall be given nor shall any such new Share or Stock be created by the *Great Eastern* Company without in every Case the Sanction of at least Three Fifths of the Votes of the Shareholders present, either in person or by proxy, at a General Meeting of such Company specially convened for the Purpose.

If Ordinary Shares at a Premium, new Shares to be offered to existing ordinary Shareholders.

62. If at the Time of issuing any such new Shares the then ordinary Shares of the *Great Eastern* Company are at a Premium, then, unless that Company before the Issue of the new Shares otherwise determine, the new Shares to be then issued shall be of such Amount as will conveniently allow the same to be apportioned among the then Holders of the Ordinary Shares of that Company in proportion as nearly as that Company find convenient to the Ordinary Shares held by them respectively.

Offer to be made by Letter.

63. Every such Offer of new Shares shall be made by Letter under the Hand of the Treasurer or Secretary of the *Great Eastern* Company given to every Shareholder of that Company entitled to the Offer, or sent by Post addressed to him according to his Address in the Shareholders Address Book, or left for him at his usual or last known Place of Abode in *England*, and every such Offer made by Letter sent by Post shall be considered as made on the Day on which the Letter in due Course of Delivery ought to reach the Place to which it is addressed.

New Shares to vest in accepting Shareholders.

64. The new Shares so offered shall vest in and belong to the Shareholders of the *Great Eastern* Company who accept them.

Disposal of new Shares.

65. If any ordinary Shareholders of the *Great Eastern* Company fail for One Month after the Offer of new Shares to accept them, that Company may dispose of the unaccepted new Shares at such Times, and on such Terms and Conditions, but not below the nominal Amount of such Shares, as they think fit, to any other Person.

Directors may enlarge Time for accepting new Shares.

66. Provided, That the Directors of the *Great Eastern* Company, if they think proper, but not otherwise, may permit any ordinary Shareholder of that Company who, from Absence abroad or other Cause satisfactory to the Directors, omits to signify within the Time by this Act limited his Acceptance of the new Shares offered to him, to accept them notwithstanding the Time has elapsed.

General Disposal by contributing

67. Except as is by this Act provided with respect to offering new Shares to existing ordinary Shareholders, the *Great Eastern* Company from

from Time to Time may dispose of the new Shares at such Times, to such Persons, and on such Terms and Conditions (not being less than the nominal Amount of such Shares), and in such Manner as the Directors of that Company think advantageous to that Company. Company of new Shares.

68. If and when the *Great Eastern* Company become Shareholders in the Company to the Extent of Fifty thousand Pounds, and so long only as the Railways authorized by "The *Tottenham and Hampstead Junction* Railway Act, 1862," and this Act respectively are in course of Construction, the Directors for the Time being of the *Great Eastern* Company may appoint from and out of the Members of their own Board any Number not exceeding Two of the Directors of the Company, and such Directors so appointed shall be in all respects qualified as Directors of the Company notwithstanding their Name shall not appear upon the Register of Shareholders of the Company, and shall have the like Powers as other Directors of the Company: Provided always, that the total Number of Directors of the Company (including those appointed by the *Great Eastern* Company) shall not be more than Five. Directors to be appointed by Great Eastern Company.

69. The *Great Eastern* Company from Time to Time may remove any Director of the Company appointed by that Company, and appoint another in his Place. Removal of Director of Great Eastern Company.

70. If and when any Person appointed by the *Great Eastern* Company to be a Director of the Company by Writing under his Hand resign, or be removed, or die, the Vacancy in the Number of the Directors so occasioned may be supplied by the *Great Eastern* Company. Supply of Vacancy in Office of Director for contributing Companies.

71. Every such Appointment and Revocation by the *Great Eastern* Company of a Director of the Company shall be in Writing under the Hands of the Chairman and Secretary of such Company, and shall be delivered to the Company and kept with their Records. Instruments of Appointment and Revocation of Persons to be Directors.

72. Unless and until the contrary be shown every Instrument purporting to be the Instrument of any such Appointment or Revocation, and under the Hands of the Chairman and Secretary of the *Great Eastern* Company, shall be Evidence of the Appointment or Revocation purporting to be thereby made: Provided that, notwithstanding it be afterwards discovered that there was a Defect in the Appointment of any such Director, all his Acts and all Proceedings consequent thereon or relating thereto shall be as valid as if he were duly appointed. Validity of the Instruments and of Acts thereunder.

73. The Powers of the Directors of the Company are not dependent on there being in Office any Director appointed on behalf of the *Great Eastern* Company. Powers of Company not dependent upon Appointment of Directors by contributing Parties.

Interest not to be paid on Calls paid up.

74. The Company or any other Railway Company to which this Act relates shall not, out of any Money by this Act or any other Act relating to the Company or the other Railway Company authorized to be raised by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him: Provided that the Company and the other Railway Companies respectively may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

75. The Company or any other Railway Company to which this Act relates shall not, out of any Money by this Act or any other Act relating to the Company or the other Railway Company authorized to be raised by Shares or by borrowing, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company or the other Railway Company to construct any Railway, or execute any other Work or Undertaking.

Saving Rights of Company.

76. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of the Company, or of any other Railway Company named in this Act.

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

77. Nothing in this Act contained shall exempt any Railway to which this Act relates from the Provisions of any present or future General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by this Act or any other Act relating to the respective Railway authorized, or the Rates for small Parcels thereby authorized.

Expenses of Act.

78. All the Costs, Charges, and Expenses of and incident to the applying for, obtaining, and passing of this Act shall be paid by the Company.

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