CHAPTER clxxv.

An Act for making a railway from Uxbridge in the county of Middlesex to Rickmansworth in the county of Hertford and for other purposes. [11th August 1881.] A.D. 1881.

WHEREAS the making and maintaining of a railway from near the termination of the Uxbridge Branch of the Great Western Railway at Uxbridge in the county of Middlesex to the termination of the Watford and Rickmansworth Railway at Rickmansworth in the county of Herts would be of public and local advantage:

And whereas the several persons in that behalf named in this Act with others are willing at their own expense to execute the undertaking and it is expedient that they be incorporated into a company for that purpose:

And whereas plans and sections showing the line and levels of the railway authorised by this Act and the lands required or which may 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 have been deposited with the respective clerks of the peace for the counties of Buckingham Hertford and 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 hereby incorporated on the one hand and the other companies respectively in that behalf named in this Act on the other hand be empowered to enter into agreements as herein-after provided:

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:

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Short title.

1. This Act may be cited for all purposes as the Uxbridge and Rickmansworth Railway Act 1881.

Incorporation of general Acts.
8 & 9 Vict. c. 16.
26 & 27 Vict. c.118.
32 & 33 Vict. c. 48.
8 & 9 Vict. c. 18.
23 & 24 Vict. c.106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c.92
36 & 37 Vict. c.76.

2. The Companies Clauses Consolidation Act 1845 Part I (relating to cancellation and surrender of shares) and Part III (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 Part I (relating to construction of a railway) and Part III (relating to working agreements) of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873 are except where expressly varied by this Act incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction The expression "the Company" means the Company incorporated by this Act The expressions "the railway" and "the undertaking" mean respectively the railway and works and the undertaking by this Act authorised The expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. William Fox Hawes Stephen Fuller and Henry Shaw and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railway and for other the purposes of this Act and for those purposes shall be incorporated by the name of the Uxbridge and Rickmansworth Railway Company and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make railway.

5. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railway herein-after described with all necessary and convenient junctions sidings stations approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and

described in the deposited books of reference as may be required for the purposes of the undertaking.

The railway herein-before referred to and authorised by this Act will be situate in the parishes of Cowley Uxbridge Hillingdon Denham Harefield and Rickmansworth or some of them in the counties of Middlesex Hertford and Buckingham and is

A railway being Railway No. 1 on the deposited plans eight miles seven chains in length commencing at and by a junction with the Uxbridge Branch of the Great Western Railway in the parish of Hillingdon in the county of Middlesex at a point about six hundred and sixty yards south of the termination of the said branch railway and terminating in the parish of Rickmansworth in the county of Hertford at the point of termination of and by a junction with the Watford and Rickmansworth Railway on the north side of the road leading from Rickmansworth to Harrow about eighty-six yards west of the centre of the bridge carrying that road over the River Chess.

Company not to take lands or interfere with railway of Great Western Railway Company except for purpose of junction.

6. Notwithstanding anything herein or in the incorporated Acts contained it shall not be lawful for the Company or any person acting under or in execution of this Act to enter upon occupy or use either permanently or temporarily any of the lands works or property of the Great Western Railway Company or in any manner to alter vary or interfere with the railway of that company or the works of or connected therewith without the consent of the Great Western Railway Company under their common seal save only for the purpose of effecting the junction by this Act authorised and the Great Western Railway Company may at any time or times herein-after should it be necessary for them to do so at their own expense alter or remove such junction and substitute a new junction therefor but so as such alteration or removal or substituted junction shall not stop the traffic of the railway by this Act authorised or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction as the case may be or the signals works and conveniences connected therewith.

Protection of London and North-western Railway Company.

7. Notwithstanding anything in this Act contained the junction of the railway with the Watford and Rickmansworth Railway shall be made only at such point and according to such plans as shall be mutually agreed upon between the engineer of the Company and the engineer of the London and North-western Railway Company respectively or as shall failing agreement be settled by an engineer

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to be appointed by the Board of Trade at the request of either company and if necessary the Company and the London and North-western Railway Company shall concur in an application to Parliament for any powers requisite to carry out such plans and construct such junction.

Company not to interfere with lands of London and North-western Railway Company except for purpose of junction.

8. The Company shall not unless with the consent in writing of the London and North-western Railway Company take use enter upon or interfere with any of the lands railways works or property of that Company except only such part or parts thereof as may be necessary for effecting and maintaining such junction in manner aforesaid and with respect to any such lands or property which the Company may so enter upon take or use that company shall only be required to sell and grant and the Company may purchase and take an easement or right of using the same.

Protection of trustees of Major-General Goodlake.

9. In the execution and maintenance of the works and exercise of the powers by this Act authorised and conferred the following provisions shall for the protection of the property situate in the parishes of Denham and Harefield vested in the trustees of the marriage settlement of Major-General Gerald Littlehales Goodlake and Margaret his wife (which said trustees their heirs and assigns are in this section referred to as "the landowners") have effect that is to say:

1. The Company shall at their own cost construct and maintain to the reasonable satisfaction of the landowners a one-span bridge across the River Colne between the land in the parish of Denham numbered 86 on the deposited plans and the land in the parish of Harefield numbered 5 in the same plans so as not to encroach upon or diminish the waterway of the same river.

2. The Company shall at the like cost construct and maintain to the satisfaction of the landowners the following accommodation works that is to say:

(*a*) A cattle creep with a headway of 6 feet clear above the level of the ground under the railway at such a point on the land numbered 5 on the said plans in the parish of Harefield as the landowners shall require.

(*b*) A roadway with approaches suitable for farm waggons with a footway and stiles across the railway on the level at such a point where the railway crosses the land numbered 5 on the said plans in the parish of Harefield as the landowners shall require.

(*c*) A roadway with approaches suitable for farm waggons with a footway and stiles across the railway on the level at such a point where the railway crosses the land numbered 9 on the said plans in the parish of Harefield as the landowners shall require.

3. The line where it passes through the parish of Harefield between the points measured 3 miles 7 chains and 4 miles 18 chains from the commencement of the railway shall not be deviated more than 1 chain in a northerly or westerly direction from the centre line of the railway laid down on the deposited plans without the previous written consent of the landowners.

4. The Company shall allow the landowners to plant with trees and shrubs the slopes of the embankments formed on land acquired from the landowners and any surplus side lands acquired from the landowners and retained by the Company and all trees and shrubs which shall be so planted shall be the property of the landowners who may cut down thin and replant the same as they may think fit and the landowners shall have the exclusive right of sporting over the said slopes and lands to be so planted Provided always that they shall not do or cause to be done or suffer any act matter or thing in the enjoyment of such user of the said slopes and lands which may interfere with or prevent the user or the security of the railway or the widening thereof.

5. The Company shall execute their works so as not to pond back the water in the River Colne or the branches thereof to the detriment of the Savoy Mill or other property of the landowners.

Construction of bridges for accommodation of N. G. Lambert.

10. All bridges that may be constructed for the accommodation of Nathaniel Grace Lambert in the parish of Denham shall be of a reasonably ornamental character as may be agreed upon between the Company and the surveyor of the said Nathaniel Grace Lambert and failing agreement by Robert Vigers of Frederick's Place Old Jewry in the city of London surveyor or him failing some other competent person to be agreed upon between the Company and the said Nathaniel Grace Lambert.

Protection of Grand Junction Canal Company.

11. And whereas the railway is intended to be carried across the Grand Junction Canal and the towing path thereof in the parish of Hillingdon in the county of Middlesex and across the navigable cut called or known as Troy Mill Cut leading from the said canal to the Troy Mill in the parish of Rickmansworth in the county of Hertford by means of bridges and also across certain low-lying meadow lands and watercourses numbered upon the deposited plans 55

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said railway but the same shall remain vested in the Canal Company subject nevertheless to the right of the Company to construct and maintain the said railway and to have use and possess such way and passage for the said railway as herein-after provided together with all rights and easements necessary for the due use and enjoyment of the same.

Construction of bridges over Grand Junction Canal &c.

12. Notwithstanding anything in this Act contained the Company shall not carry the railway across the Grand Junction Canal or across the said navigable cut or either of them or the towing-paths thereof respectively otherwise than by bridges of brick stone concrete or iron which bridges shall be made and maintained by the Company under and subject to the following provisions and conditions that is to say :—

No part of the soffit or underside of either of such bridges shall be less than ten feet clear above the top water level of the said canal and navigable cut respectively at the point where the railway is carried over the same respectively.

The bridge across the said Grand Junction Canal and the towing-path thereof shall be constructed so as to be carried over the whole of the said canal and the towing-path thereof and any other property adjoining thereto in which the Canal Company are interested by a single span so as to leave a clear uniform and uninterrupted opening over the same and the bridge across the said navigable cut shall also be constructed in the same manner so as to be carried over the said cut and the towing-path thereof by a single span so as to leave a clear uniform and uninterrupted opening over the same.

The position in which the abutments of the said bridges are to be placed shall having regard to the foregoing provisions be approved by the engineer for the time being of the Canal Company such approval to be reasonably exercised and the width of such bridges between the parapets shall not in any case exceed twenty-five feet.

Provided always that the Company shall not be required to make the said bridges or either of them of greater span than sixty feet measured in each case at right angles to the face of the abutments of the bridge.

Prevention of obstruction to navigation.

13. All the before-mentioned works for carrying the said railway over the Grand Junction Canal and the said navigable cut shall be carried on and completed in such manner as that no obstruction shall be caused to the steam-vessels boats or barges navigating the said canal and cut or the horses towing such boats or barges and

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the Company shall not at any time except during the progress of the construction or reconstruction of the said bridges and works connected therewith diminish or contract the free and uninterrupted navigable waterway in the said canal and navigable cut or the width of the towing-paths thereof respectively and during the progress of constructing or reconstructing the said bridges and the works connected therewith as aforesaid shall at all times leave an open and uninterrupted navigable waterway in the said canal and cut respectively of not less than twenty-one feet in width with in each case a width of six feet of towing-path and a clear height of headway throughout of ten feet above the top water level and the said bridges over the said canal and cut and all the works connected therewith shall be constructed and for ever thereafter maintained in good substantial and watertight repair by the Company and so far as relates to all necessary precautions for the safety of the said canal and cut and the towing-paths and banks thereof respectively and the water in the said canal and cut and the works connected therewith respectively and for preserving a free and uninterrupted passage along the said canal and cut and the towing-paths thereof the said bridges and the works connected therewith respectively and all future repairs thereof that may be required from time to time shall be constructed and performed according to plans and specifications to be submitted to and be subject to the reasonable approval of the engineer for the time being of the Canal Company previously to the commencement of the works which works shall be commenced carried on and completed under the superintendence and to the reasonable satisfaction of such engineer whose reasonable expenses for and in respect to such superintendence shall be paid by the Company and in case during the construction or reconstruction of the said bridges or either of them or of any of the works connected therewith any damage shall be occasioned to the said canal or cut or the towing-paths or works thereof respectively the Company shall forthwith under such superintendence and to such reasonable satisfaction as aforesaid restore the same to the same state and condition as before the happening of any such damage and if the said bridges or either of them or any of the works connected therewith or any part thereof shall be imperfectly constructed or if at any time or times thereafter the said bridges or either of them or any part thereof shall be out of repair or if in sinking the foundations for the abutments or walls of the said bridges or either of them or the works connected therewith respectively or otherwise any loss of water or any obstruction of the navigation of the said canal or cut shall occur or if in the construc-

tion maintenance or repairs of the said railway across the before-mentioned meadow lands and water-courses any impediment shall be caused to the flow of the flood waters and if notice in writing of any such circumstance shall be given by the clerk or engineer of the Canal Company to the Company or their secretary and the Company shall not for the space of fourteen days after such notice shall have been given or forthwith if the nature of the case shall require it well sufficiently and effectually amend such construction repair such bridges or works take away such impediment prevent such loss of water or remove such obstruction (as the case may be) under such superintendence and to such reasonable satisfaction as aforesaid and complete the same with all reasonable expedition it shall be lawful for the Canal Company from time to time to make good such construction to perform such repairs to take away such impediment to prevent such loss of water or to remove such obstruction as the case may require and the Company shall from time to time pay to the Canal Company within fourteen days after demand all the costs and expenses which may be incurred by them from time to time in any such operations and in and about the superintendence and the construction of any of the herein-before mentioned works and repairs and shall also pay to the Canal Company all damages costs and expenses which the Canal Company may themselves incur or which they may be liable to pay to any other person in consequence of any such impediment loss of water or obstruction or want of repair or of any overflow or flooding of any lands houses or other property or any other injury caused by any impediment or obstruction to the flow of the flood waters as aforesaid or by the works of the Company or by any flooding of the said canal and cut caused by such works And each of the said bridges and all the works immediately connected therewith respectively shall be completed within the period of twelve months from the day on which the same shall respectively be commenced and if such bridges or either of them and the works immediately connected therewith shall not be completed within such period the Company shall forfeit and pay to the Canal Company as and by way of liquidated damages the sum of ten pounds for every day after the expiration of that period until such bridges or such of them as shall not be so completed and the works immediately connected therewith respectively shall be completed.

Penalty for causing loss of water or obstruction to Canal &c.

14. If in the execution of any works by this Act authorised to be made or in consequence of any of the works when made the water of the said canal and cut shall leak escape or run to waste from the same the Company shall pay to the Canal Company the sum of

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twenty shillings as and by way of liquidated damages for every reasonably estimated 1,000 cubic feet of water which shall so have leaked escaped or run to waste and in the same proportion for any greater or less quantity and if by reason or in consequence of any of the circumstances or causes aforesaid the navigation of the said canal and cut or the passage along the towing-paths of the same respectively shall be so obstructed or interrupted as that steam-vessels boats or barges navigating the said canal and cut or the horses towing such boats or barges shall not be able to pass uninterruptedly or shall be impeded in their passage along the said canal and cut or towing-paths of the same respectively then and in any and every such case the Company shall pay to the Canal Company as and by way of liquidated damages the sum of ten pounds for every hour during which every or any such obstruction or interruption shall continue after notice thereof shall have been given by the secretary or engineer of the Canal Company to the Company or their secretary but if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours after such notice or shall be caused by any wilful act neglect or omission of the Company or of any of their agents contractors servants or workmen then and in every such case the Company shall pay to the Canal Company as liquidated damages the sum of twenty pounds for every hour after such seventy-two hours during which such obstruction or interruption shall continue.

Culverts to be provided for escape of flood waters.

15. In constructing the railway across the before-mentioned low-lying meadow lands and water-courses numbered on the deposited plans 55 56 57 and 58 in the parish of Rickmansworth the Company shall make and maintain so many arches or culverts under the said railway of such dimensions as shall be specified and required by the engineer for the time being of the Canal Company to allow of the free and uninterrupted passage thereunder of flood waters from the canal and Rivers Colne and Chess And in the event of the Company refusing or neglecting to construct and maintain such arches or culverts it shall be lawful for the Canal Company their agents contractors and workmen to enter upon the lands of the Company and to construct such arches or culverts and to recover the expenses incurred in the construction thereof from the Company in any court of competent jurisdiction.

Grand Junction Canal Company and others not

16. Nothing in this Act contained shall extend to prevent the Canal Company from recovering beyond the amount of such liquidated damages as aforesaid or to prevent any owner of steam-vessels boats or barges or any other persons whomsoever using or naviga-

ting the said canal from recovering from the Company any special damage that may be sustained by them or any of them or that they or any of them may be liable to pay or shall pay for or on account of or by reason or in consequence of the wilful acts neglects or defaults of the Company or in consequence of the flowing or escape of the water out of the said canal and cut or of any overflow or flooding of the before-mentioned meadow lands if the same shall be caused or happen by reason of the making or maintaining of the railway or of the said bridges or any of them or of any of the works connected therewith or other operations of the Company.

to be precluded from recovering special damages.

17. The capital of the Company shall be one hundred and forty-four thousand pounds in fourteen thousand four hundred shares of ten pounds each.

Capital.

18. The Company shall not issue any shares created under the authority of this Act nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Shares not to be issued until one-fifth paid.

19. One fifth of the amount of a share shall be the greatest amount of a call and three months at 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 made in any year upon any share.

Calls.

20. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Receipt in case of persons not sui juris.

21. The Company may from time to time borrow on mortgage any sums not exceeding in the whole forty-eight thousand pounds but no part thereof shall be borrowed until the whole capital of one hundred and forty-four thousand pounds is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of the capital has been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable

Power to borrow.

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for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that such proof has been given which shall be sufficient evidence thereof.

Appointment of a receiver.

22. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than four thousand pounds in the whole.

Debenture stock.

23. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

24. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied for the purposes of this Act only.

First ordinary meeting.

25. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Quorum of general meetings.

26. The quorum of a general meeting of the Company shall be ten shareholders holding not less than three hundred shares.

Number of directors.

27. The number of directors shall be five but the Company may from time to time reduce and again increase the number provided that the number be never more than five nor less than three.

Qualification of directors.

28. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum.

29. The quorum of a meeting of directors shall be two when their number is three and three when their number is four or five.

First directors.

30. William Fox Hawes Stephen Fuller and Henry Shaw and two other persons nominated by them and consenting thereto shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act

Election of directors.

At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid

being if qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extraordinary purposes.

31. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed five acres.

Period for compulsory purchase of lands.

32. 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.

Power to cross a certain road on the level.

33. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the road next hereinafter mentioned (that is to say)—

No. on deposited Plan.	Parish.	Description of Road.
72	Denham - -	Public carriage road.

Deposit money not to be repaid except so far as railway is opened.

34. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of five thousand eight hundred and thirty-eight pounds consolidated three pounds per centum annuities being equal to five per centum upon the amount of the estimate in respect of the railways proposed to be authorised by the Bill for this Act as introduced into Parliament has been deposited with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act: And whereas one of the said railways that is to say Railway No. 2 so proposed to be authorised was struck out of the said Bill during its progress through Parliament And whereas the sum of five

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thousand two hundred and thirty-three pounds consolidated three pounds per centum annuities represents five per centum upon the estimate of expense of the railway by this Act authorised to be constructed (which last-mentioned sum is in this Act referred to as "the deposit fund") Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be paid or transferred to or on the application of the 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 (which persons majority of persons survivors or survivor as the case may be are or is in this Act intended by the expression "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for the public conveyance of passengers: Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall if signed by the secretary or an assistant secretary of that board be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

35. If the Company do not previously to the expiration of the period limited for the completion of the railway complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or as much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any land-owners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice

in England may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the application of the solicitor of Her Majesty's Treasury and shall be carried to and form part of the consolidated fund of the United Kingdom or in the discretion of the said Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on application of the depositors.

Release of balance of deposit.

36. On the application by the depositors by petition in a summary way the court may and shall order that the sum of six hundred and five pounds consolidated three pounds per centum annuities so transferred into the court as aforesaid over and above the deposit fund and the dividends thereof shall be paid or transferred to the depositors or any other person or persons whom they may appoint in that behalf.

Period for completion of railway.

37. The railway shall be completed within five years from the passing of this Act and on the expiration of that period the powers by this Act granted to the Company for making and completing the railway or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Tolls.

38. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following (that is to say):

Goods.

In respect of goods conveyed on the railway:

Class 1. For all coal compost dung manure except guano and artificial manure lime and limestone and all undressed materials for the repair of 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.

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Class 2. For all coke culm charcoal cinders 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 one penny halfpenny 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 hides dyewoods earthenware guano and artificial manures timber deals metals (except iron) nails anvils vices and chains per ton per mile not exceeding twopence and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding three farthings.

Class 4. For all cotton and other wools drugs manufactured goods and all other wares merchandise fish articles matters or things per ton per mile not exceeding threepence and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny.

Class 5. And for every carriage of whatever description (not being a carriage adapted and used for travelling on a railway) and not weighing more than one ton carried or conveyed on a truck or platform per mile if having more than two wheels not exceeding fourpence halfpenny and if having two wheels not exceeding threepence and a further sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh and if conveyed on a truck or platform belonging to the Company an additional sum per mile not exceeding two pence.

Animals.

In respect of animals conveyed on the railway:

Class 6. For every horse mule ass or other beast of draught or burden 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 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 penny.

Class 8. For every calf pig sheep lamb or other small animal 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.

In respect of passengers conveyed upon the railway:

Passengers.

For every person per mile not exceeding twopence and if conveyed in or upon a carriage belonging to the Company an additional sum per mile not exceeding one penny.

Toll for propelling power.

39. The toll which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal or for each ton of goods in addition to the several other tolls or charges by this Act authorized to be taken.

Regulations as to tolls.

40. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say):

Short distances.

For passengers animals and goods conveyed on the railway for a less distance than three miles the Company may demand tolls and charges as for three miles:

Fractional parts of a mile.

For a fraction of a mile beyond three miles or beyond any greater number of miles the Company may demand toll and charges in respect of goods and animals for such fraction in proportion to the number of quarters of a mile contained therein and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile and in respect of passengers a fraction of a mile beyond an integral number of miles shall be considered as one mile:

Fractional parts of a ton.

For a fraction of a ton the Company may demand tolls 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:

General weight.

With respect to all articles except stone and timber the weight shall be determined according to the usual avoirdupois weight:

Weight of stone and timber.

With respect to stone and timber fourteen cubic feet of stone forty cubic feet of oak mahogany teak beech or ash and fifty cubic feet of any other timber shall be deemed one ton weight and so in proportion for any smaller quantity.

Tolls for small parcels and articles of great weight.

41. With respect to small parcels not exceeding five hundredweight and single articles of great weight notwithstanding anything in this Act the Company may demand and take tolls not exceeding the following (that is to say):

For the carriage of small parcels on the railway:

For any parcel not exceeding seven pounds in weight threepence:

For any parcel exceeding seven pounds and not exceeding fourteen pounds in weight fivepence:

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For any parcel exceeding fourteen pounds and not exceeding twenty-eight pounds in weight sevenpence:

For any parcel exceeding twenty-eight pounds and not exceeding fifty-six pounds in weight ninepence:

And for any parcel exceeding fifty-six pounds in weight but not exceeding five hundredweight the Company may demand any sum which they may think fit:

Provided always that parcels sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but such terms shall apply only to single parcels in separate packages:

For the carriage of single articles of great weight on the railway:

For the carriage of any boiler cylinder or single piece of machinery or single piece of timber or stone or other single article the weight of which including the carriage shall not exceed eight tons the Company may demand any sum not exceeding sixpence per ton per mile:

For the carriage of any boiler cylinder or single piece of machinery or single piece of timber stone or other single article the weight of which with the carriage shall exceed eight tons the Company may demand any sum they may think fit.

Maximum rates for passengers.

42. The maximum rate 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 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 per mile.

Maximum rates for goods and animals.

43. The maximum rate of charge to be made by the Company for the conveyance of goods and animals except such small parcels and single articles of great weight as aforesaid on the railway including the tolls for the use of the railway and for waggons or trucks and locomotive power and for every other expense incidental to such conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to

the business or duty of a carrier where any such service is performed by the Company) shall not exceed the following sums (that is to say):

For the matters herein-before mentioned under Class 1 not exceeding one penny halfpenny per ton per mile.

For the matters herein-before mentioned under Class 2 not exceeding twopence per ton per mile.

For the matters herein-before mentioned under Class 3 not exceeding threepence per ton per mile.

For the matters herein-before mentioned under Class 4 not exceeding fourpence per ton per mile.

For any carriage herein-before mentioned under Class 5 not weighing more than one ton not exceeding sixpence per mile and if weighing more than one ton not exceeding one penny halfpenny per mile for every quarter of a ton or fractional part of a quarter of a ton above one ton.

For everything herein-before mentioned under Class 6 not exceeding fourpence per mile.

For everything herein-before mentioned under Class 7 not exceeding twopence halfpenny per mile.

For everything herein-before mentioned under Class 8 not exceeding one penny per mile.

Passengers luggage.

44. Every person travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Terminal station.

45. No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to special trains.

46. The restriction as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the express and ordinary trains appointed or to be appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company may take increased charges by agreement.

47. Nothing herein contained shall prevent the Company from taking any increased charges over and above the charges herein-before limited for the conveyance of animals or goods of any description by agreement with the owners of or persons in charge of such goods

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either by reason of any special service performed by the Company in relation thereto or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains.

Power to enter into agreements with other companies.

48. The Company on the one hand and the Great Western Railway Company and the London and North-western Railway Company or either of them on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter into and carry into effect agreements with respect to the following purposes or any of them (that is to say):

The use by the contracting companies or either of them of the railway or any part thereof respectively.

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the railways of the contracting companies or either of them.

The fixing collection payment appropriation apportionment and distribution of the tolls rates income and profits arising from the respective railways and works of the contracting companies or either of them or any part thereof.

Tolls on traffic conveyed partly on the railway and partly on railways of other companies.

49. During the continuance of any agreement to be entered into under the provisions of this Act for the use of the railway or any part thereof by any other company or companies the railways of the Company and of such other company or companies shall for the purposes of short distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Company and partly on the railways of such other company or companies for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railway of the Company and partly on the railways of such other company or companies.

Interest not to be paid on calls paid up.

50. The Company shall not out of any money by this Act authorised to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for future Bills not to be paid out of capital.

51. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general railway Acts.

52. Nothing in this Act contained shall exempt the Company or railway from the provisions of any general Act relating to railways for the better or more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

Expenses of Act.

53. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

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