ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. ccv.

An Act to authorize the Construction of a Railway from the *Watford and Rickmansworth* Railway at *Watford* to the *Edgware, Highgate, and London* Railway at *Edgware*. [14th *July* 1864.]

WHEREAS the making of a Railway from the *Watford and Rickmansworth* Railway to join the authorized *Edgware, Highgate, and London* Railway at *Edgware* would be attended with great local and public Advantage: And whereas the estimated Expense of the said Railway is One hundred and fifty thousand Pounds, and the Persons herein-after named, with others, are willing at their own Expense to construct the Railway: And whereas a Plan and Section of the Railway showing the Line and Levels thereof, with a Book of Reference to the Plan containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of the Lands through which the said Railway will pass, have been deposited with the respective Clerks of the Peace for *Hertfordshire* and *Middlesex:* And whereas it is expedient that the Powers herein-after contained should be conferred with reference to the *Watford and Rickmansworth* Railway, and that the *Great Northern* Railway Company should be authorized to enter into Arrangements with

 respect

respect to the Working and Management of the Railway; but the Purposes aforesaid cannot be accomplished without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

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

1. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and Part 1. (relating to Construction of a Railway), and Part 3. (relating to Working Agreements), of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act.

Interpretation of Terms.

2. In this Act the Words "the Company" shall mean the Company incorporated by this Act, and the Words "the Undertaking" or "the Railway" shall mean the Railway and the Works connected therewith by this Act authorized to be constructed.

Subscribers incorporated.

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

Capital.

4. The Capital of the Company shall be One hundred and fifty thousand Pounds, and shall be divided into Fifteen thousand Shares of Ten Pounds each, and not less than Two Pounds shall be paid on each Share at the Time of the Issue thereof.

Calls.

5. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share.

Power to borrow on Mortgage.

6. The Company may borrow on Mortgage any Sums not exceeding in the whole Forty-nine thousand Pounds, but no Part of such Sum

Sum shall be borrowed until the whole of the said Capital or Sum of One hundred and fifty thousand Pounds shall have been subscribed for *bonâ fide*, and One Half thereof shall have been actually paid up, and until the Company shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, and that all the Shares have been issued, and Twenty *per Centum* at least paid up on each separate Share.

Application of Capital.

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

Arrears may be enforced by Appointment of a Receiver.

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

First and other Meetings.

9. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in every Year.

Quorum of General Meetings.

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

Number and Qualification of Directors.

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

Power to increase the Number of Directors.

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

First Directors.

13. *Charles Magnay*, *James Alexander Hadden*, and *James Farquhar* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting to be held after the passing

passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845."

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

Quorum.

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

Power to make Railway according to deposited Plan.

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

Describing Railway.

16. The Railway will commence in the Parish of *Watford* by a double Junction with the *Watford and Rickmansworth* Railway, pass thence through or into the Parishes of *Watford*, *Bushey*, and *Aldenham*, in the County of *Herts*, and *Little Stanmore* and *Edgware* in the County of *Middlesex*, and terminate in the said Parish of *Edgware* by a Junction with the authorized Line of the *Edgware, Highgate, and London* Railway.

Watford and Rickmansworth Railway Company to afford facilities to Traffic of the Railway hereby authorized, and vice versâ.

17. The Company owning or working the *Watford and Rickmansworth* Railway shall from Time to Time afford all reasonable and proper Facilities, by Through Booking and Invoices and otherwise, for the Transmission of and shall transmit on the *Watford and Rickmansworth* Railway or any Part thereof any Traffic which having passed over the Railway or any Part of the Railway hereby authorized is from Time to Time tendered to such other Company for Transmission on the *Watford and Rickmansworth* Railway, and they shall afford similar Facilities to all Traffic which is from Time to Time tendered to

to them for Transmission on the *Watford and Rickmansworth* Railway or any Part thereof for the Purpose of being afterwards conveyed on the Railway or any Part of the Railway hereby authorized, and the Company shall afford similar Facilities over their Railway to all Traffic coming from or destined for the *Watford and Rickmansworth* Railway.

Terms upon which Facilities to be afforded.

18. All such Facilities for the Transmission of Traffic shall be afforded by the said Companies, subject to such Rules and Regulations, and on Payment of such Tolls, Fares, Rates, and Charges, as they from Time to Time agree on, or as, failing Agreement between them, shall be settled by Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration.

As to Diversion of Road in Parish of Edgware.

19. The Company may divert in manner shown on the said Plan the public Road in the Parish of *Edgware* numbered 84 on the said Plan, and when and so soon as the said Diversion is made the Soil of the Road to be stopped up shall vest in the Company for the Purposes of this Act, and the Company shall maintain and keep in repair the said diverted Road for Twelve Months after it has been made and opened to the Public.

As to Bridges for carrying certain Roads in Parish of Edgware and Little Stanmore over Railway.

20. The Bridges and Approaches for carrying the Roads in the Parish of *Edgware* numbered 85, and 2 and 19 in *Little Stanmore*, on the said Plan, over the Railway, shall be made and maintained by the Company, and shall have a clear Space between the Fences thereof of not less than Thirty Feet.

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

21. The Railway where the same will pass under the *London and North-western* Railway shall be carried under the same according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer of the *London and North-western* Railway Company, and at the Expense of the Company; and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *London and North-western* Railway or the Traffic thereon, and so as to give a clear Width of Fifty Feet at the Level of the Rails of the *London and North-western* Railway at the Spot where it is to be passed under by the Railway of the Company, and the Arch and the Wing Walls of the Bridge for the Railway under the *London and North-western* Railway shall be of sufficient Length to allow proper Slopes to be made for the Embankment of the *London and North-western* Railway, giving a clear Width of Fifty Feet at the Level of such Rails.

Maintenance of those Works.

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

Company not to take Lands belonging to the London and North-western Company without Consent.

23. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take, enter upon, use, or interfere with, either permanently or temporarily, any of the Lands from Time to Time belonging to or in the Possession or under the Power of the *London and North-western* Railway Company, further or otherwise than shall be necessary for the Purpose of making and maintaining the Works by which the Railway is according to this Act to be carried under the *London and North-western* Railway.

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

24. With respect to any Land of the *London and North-western* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the *London and North-western* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

Saving Rights of the London and North-western Company.

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

Rates, &c., to be charged by Company and by London and North-western Company

26. If the *London and North-western* Railway Company shall from Time to Time in any Month (and whether uninterruptedly or not) furnish to the Company a List of the Rates, Tolls, and Charges which the *London and North-western* Railway Company propose to demand in respect of Traffic passing on their Railway between *London and Watford* for the Period of One Calendar Month next ensuing

ensuing the Date of the Delivery of such List, it shall not be lawful for the Company, or any Company working the Railway of the Company, to charge during such Period any lower Rate, Toll, or Charge in respect of any Description of Traffic passing over the Railway of the Company between *London and Watford* than the Rates, Tolls, or Charges specified in such List in respect of the same Description of Traffic, unless the *London and North-western* Railway Company shall themselves take in respect of such Traffic Rates, Tolls, or Charges lower than those specified in such List: Provided, that if the Company for the Time being working the Traffic on the Railway shall object to the Rates, Tolls, and Charges, or any of them, specified in such List as aforesaid, from Time to Time delivered by the *London and North-western* Railway Company, and shall state their Objections to the Board of Trade, it shall be lawful for the Board of Trade to inquire into such Objections, and if after such Inquiry the Board shall be of opinion that such Objections are reasonable and well founded, the Board may fix the Rates, Tolls, and Charges to be taken in respect of such Traffic as aforesaid in such Manner as to the said Board shall seem proper and just to all Parties, and the same shall be deemed to be the proper Scale of Rates, Tolls, and Charges to be taken for and during such Period as may be prescribed by the Board of Trade; and if the Company, or any Company working the Railway of the Company, shall at any Time commit any Breach of this Enactment, then the Company shall for every such Breach pay to the *London and North-western* Railway Company the Sum of Ten Pounds, and for every Day during the Continuance of any such Breach shall pay to the same Company the further Sum of Fifty Pounds, and the *London and North-western* Railway Company may recover the same, together with full Costs of Suit, against the Company by Action in any of the Superior Courts.

between London and Watford.

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

Lands for extraordinary Purposes.

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

Powers for compulsory Purposes limited.

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

Period for Completion of Railway.

30. Whereas

Money deposited in the Court of Chancery to be forfeited to the Crown in a certain Event.

30. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Twelve thousand Pounds has been deposited pursuant to the said Act in respect of the Application to Parliament for this Act, being Eight *per Centum* upon One hundred and fifty thousand Pounds, the estimated Cost of the Railway: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Twelve thousand Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Twelve thousand Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Twelve thousand Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of

the said Capital; and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Fact so certified.

Tolls.

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

For Passengers.

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

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

For Animals.

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

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

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

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

Tonnage on Articles of Merchandise.

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

Class 4. For all Coals, Coke, Culm, Cannel, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and Rolled Iron, Limestone, Chalk, Lime, Bricks, Salt, Sand, Fireclay, Cinders, Slag, and Stone, Dung, Compost,

Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, Charcoal, Stones for building, pitching, and paving, Tiles, Slates, and Clay (except Fireclay), and for Wrought Iron, not otherwise specifically classed herein, and for heavy Iron Castings including Railway Chairs, *per* Ton *per* Mile One Penny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class 5. For all Sugar, Grain, Corn, Flour, Hides, Dyewood, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Iron Castings, *per* Ton *per* Mile Twopence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

Class 6. For Cotton and other Wools, Drugs, and manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Threepence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, if conveyed on a Truck or Platform belonging to the Company, Sixpence *per* Mile; and a like Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

Tolls for propelling Power.

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

Maximum Rates of Charge for Passengers, Animals, Minerals, and Goods.

33. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers along the Railway, including the Tolls for the Use of the Railway and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums; (that is to say,)

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

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

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

And the maximum Rates of Charges to be made by the Company for the Conveyance of Animals, Minerals, and Goods, including the Tolls

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

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

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

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

For everything in Class 4, One Penny Halfpenny *per* Ton *per* Mile:

For everything in Class 5, Threepence *per* Ton *per* Mile:

For everything in Class 6, Fourpence *per* Ton *per* Mile:

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

Regulations as to the Tolls.

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

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

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

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

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

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

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

35. And

Tolls for small Parcels and single Articles of great Weight.

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

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

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

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

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

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

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per* Ton *per* Mile:

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

Passengers Luggage.

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

Company may take increased Charges by Agreement.

37. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

38. Provided

Restrictions as to Charges not to apply to Special Trains.

38. Provided also, That the Restrictions as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the Railway, but shall apply only to the Ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Power to enter into Traffic Arrangements with Great Northern Railway Company.

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

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

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

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

Railways to be continuous.

40. During the Continuance of any such Agreement, in estimating the Tolls and Charges to be paid in respect of Articles or Persons conveyed partly on the Railway by this Act authorized, and partly on the *Edgware, Highgate, and London* Railway, the Distances traversed shall be reckoned continuously as if the Railways were One Railway, and the Charges to be made in respect of the Railways so made continuous shall be the Tolls and Charges by this Act authorized; and if the Distance traversed by any such Traffic be for a less Distance than Three Miles, no more than a Charge for Three Miles shall be made in respect of such Traffic passing both on the Company's Railway and on the said *Edgware, Highgate, and London* Railway.

Interest not to be paid on Calls paid up.

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

the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

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

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

43. Nothing herein contained shall be deemed or construed to exempt the Railway of the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Short Title. Expenses of Act.

44. This Act may be cited as "The *Watford and Edgware Junction* Railway Act, 1864," and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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