



ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

Cap. clix.

An Act for making and maintaining the *Great Northern London Cemetery*, and for other Purposes. [23d July 1855.]

WHEREAS the making and maintaining of a Cemetery in the Parish of *East Barnet* in the County of *Herts* would be of public Advantage: And whereas the Persons herein-after named, with others, are willing, at their own Expense, to carry the Undertaking into execution: And whereas the Object 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:

I. This Act may be cited for any Purpose as "*Great Northern London Cemetery Act, 1855.*" Short Title.

II. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Cemeteries Clauses Act, 1847," save so far as the Clauses and Provisions thereof respectively are expressly excepted or varied by this Act, are incorporated with this Act. 8 & 9 Vict. cc. 16. & 18. and 10 & 11 Vict. c. 65. incorporated.

[*Local.*]

28 P

III. The

Great Northern London Cemetery Act, 1855.

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

III. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction: Provided always, that the Expression "Superior Courts," in those Acts, includes for the Purposes of this Act all Courts of competent Jurisdiction.

Company incorporated.

IV. *William Bowles, Henry Vigurs East, Charles Harrison, Henry Philip Hakewill*, the Reverend *William Sloman Rowe*, and *James McGill*, and all other Persons who have already subscribed or hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the Cemetery by this Act authorized, and for other the Purposes of this Act, and for such Purposes shall be One Body Corporate by the Name of "*The Great Northern London Cemetery Company*," with perpetual Succession and a Common Seal, and Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act, and to carry this Act in all respects into execution.

Capital.

V. The Capital of the Company shall be One hundred and fifty thousand Pounds in Thirty thousand Shares of Five Pounds each.

Application of Capital, &c.

VI. The Moneys raised under this Act shall be applied only for Purposes authorized by this Act.

Calls.

VII. One Pound shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls, and not more than Three Fourths of a Share shall be called up in any One Year.

Power to borrow on Mortgages.

VIII. The Company from Time to Time may borrow on Mortgage or Bond any Sums not exceeding in the whole One Third Part of the Capital of the Company from Time to Time actually paid up, but so, nevertheless, that the said Company shall not borrow any Money until the whole Capital is subscribed for and One Half thereof paid up.

Arrears may be enforced by Appointment of a Receiver.

IX. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal Money and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount in arrear to authorize a Requisition for a Receiver shall be Five thousand Pounds.

X. The

Great Northern London Cemetery Act, 1855.

X. The First Ordinary Meeting of the Company shall be held within Twelve Months after the passing of this Act, and the subsequent Ordinary Meetings shall be held half-yearly in the Months of *February* and *August*.

First and other Meetings.

XI. The Quorum for any General Meeting shall be Five Shareholders holding in the aggregate not less than One thousand Shares.

Quorum for General Meetings.

XII. The Number of Shareholders for a Requisition to convene an Extraordinary Meeting shall be at least Ten Shareholders holding in the aggregate not less than One thousand Shares.

Extraordinary Meetings may be convened by Shareholders.

XIII. The Number of Directors shall be Five: Provided always, that the Company may from Time to Time increase or vary the Number of the Directors, but so that there be not at any Time more than Six or less than Five Directors.

Number of Directors.

XIV. The Qualification of a Director shall be the Possession in his own Right of One hundred Shares.

Qualification of Directors.

XV. *Henry Vigurs East, Charles Harrison, Thomas Hakewill, the Reverend William Sloman Rowe, and James McGill* shall be the First Directors.

First Directors.

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

Quorum.

XVII. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting held after the passing of this Act, and that Meeting may either continue in Office the Directors appointed by this Act, or elect a new Body of Directors to supply their Places, the Directors appointed by this Act being, if qualified, eligible for Election.

Election of Directors.

XVIII. The Newspaper for Advertisements shall be any *London Daily Morning Newspaper*.

Newspaper for Advertisements.

XIX. Whereas Plans of the Cemetery, and also a Book of Reference thereto, containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands in which the Cemetery is intended to be made, have been deposited with the Clerk of the Peace for the County of *Herts*: Therefore, subject to the Provisions of this Act, the Company may make, alter, enlarge, improve, and maintain a Cemetery for the Burial of the Dead, with Chapels, Entrances, and all other necessary Works connected therewith, upon the Lands delineated on those Plans and described in that Book of Reference, and may, within Two Years after the passing of this Act, but

Power to make Cemetery.

Great Northern London Cemetery Act, 1855.

but not afterwards, enter upon, take, and use such Lands as are secondly mentioned in the First Schedule to this Act annexed, for that Purpose.

Period for
Completion
of Works.

XX. The Cemetery shall be completed within Three Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for making the Cemetery, or otherwise in relation thereto, shall, except as to so much of the Cemetery as is then completed, cease to be exercised: Provided always, that the Company may from Time to Time make any Works and Conveniences for the Purposes of the Cemetery, notwithstanding the Expiration of that Period.

Fences of
Cemetery.

XXI. The Cemetery shall be enclosed by Walls or other sufficient Fences of not less than Eight Feet in Height, except so far as the same is bounded by a Brook or Stream of Water on the East Side of the Site of the proposed Cemetery.

Power to
stop up or
divert a
Footpath.

XXII. The Company, from Time to Time as they think fit, may stop up or divert the public Footpath from *Southgate* to *Finchley* which now crosses the Lands specified in the Schedule.

Part of the
Cemetery to
be set apart
for Estab-
lished
Church.

XXIII. Not less than Two Thirds of the Area of the Cemetery shall be set apart for Burials according to the Rites of the Established Church, and shall be divided from the other Parts of the Cemetery to the Satisfaction of the Bishop of the Diocese.

As to Ar-
rangements
with Great
Northern
Railway
Company.

XXIV. The Company and the *Great Northern* Railway Company respectively from Time to Time may make and carry out all such Arrangements as they mutually agree on, not contrary to the Provisions of this Act, for and with respect to the Traffic on the *Great Northern* Railway to and from the Cemetery, and the Accommodation of such Traffic, and for the Appropriation by that Railway Company for the Purposes of such Traffic of such Portion as the Two Companies mutually agree on of the Stations, Works, and Conveniences of that Railway Company at or near *Maiden Lane* in the Parish of *Saint Pancras* in the County of *Middlesex*, and at or near *Colney Hatch* in the Parish of *Finchley* in the County of *Middlesex*, and of any other Station, Works, or Conveniences of that Railway Company between *London* and the Cemetery.

Not to preju-
dice other
Arrange-
ments with
Parishes.

XXV. The Company, in any Arrangement to be made with the *Great Northern* Railway Company, shall not prejudice any Arrangements which may hereafter be made for the Removal of Bodies for Interment in the Parochial Cemeteries of *Saint Pancras*, *Islington*, or *Saint Marylebone*.

XXVI. All

Great Northern London Cemetery Act, 1855.

XXVI. All Communications between the Cemetery and the *Great Northern Railway* shall be made under the Superintendence and to the Satisfaction of the Engineer of the *Great Northern Railway Company*. Communications with Great Northern Railway.

XXVII. Provided always, That any Regulations for Burials in the consecrated Part of the Cemetery made by the Company by virtue of Section Twenty-eight of "The Cemeteries Clauses Act, 1847," shall not be of any Force until approved under the Hand and Seal of the Bishop of the Diocese. Regulations for Burials in a consecrated Part to be approved by Bishop.

XXVIII. The Company shall be at liberty, from Time to Time as they in their Discretion shall deem fit, to fix and order the Fees and Charges to be paid on the Interment of any Body in the Cemetery, save and except the Fees herein-after appointed to be paid to Incumbents; but such Fees and Charges shall not exceed the Scale of Charges specified and set forth in the Second Schedule to this Act. Company to fix Fees and Charges.

XXIX. That the Company shall make Byelaws, Rules, and Regulations from Time to Time as to the Reception of Bodies by the Company, and the decent and orderly Care of such Bodies by the Company, until they shall have been interred, and as to the Depth and Formation of Graves and Places of Interment in the Cemetery, and as to the decent and solemn Interment of all Bodies therein, and generally as to all Matters connected with the good and decent Order of the Reception, Care, and Interment by the Company of Corpses in the Cemetery, and with the good Order of the Cemetery, and the convenient Exercise of the Rights of Interment therein: Provided always, that no such Byelaw, Rule, or Regulation shall have any Effect until the same shall have been approved by One of Her Majesty's Principal Secretaries of State. Company to make Byelaws.

XXX. That in case the Company shall wilfully commit any Breach of such Byelaws, Rules, and Regulations, they shall forfeit to Her Majesty for each Offence the Sum of Fifty Pounds: Provided always, that no Proceedings for the Recovery of such Penalty shall be taken without the Consent of Her Majesty's Attorney General. Penalty for Breach of Byelaws.

XXXI. That no Interment shall take place in the Cemetery until Byelaws, Rules, and Regulations for carrying out the Objects herein-before mentioned shall have been approved by One of Her Majesty's Principal Secretaries of State, or until the Portion of the said Cemetery intended to be used for Interment shall have been thoroughly and effectually drained to the Satisfaction of the said Secretary of State, or of an Engineer to be appointed by him; and the Company shall at all Times hereafter keep and maintain all Drains necessary for the said effectual Drainage in proper Order and Repair. No Interments till Byelaws approved of by Secretary State.

[*Local.*]

28 Q

XXXII. That

Great Northern London Cemetery Act, 1855.

Visitors of
the Ceme-
tery.

XXXII. That the Lords Lieutenant of *Middlesex* and *Hertford*, the Lord Bishop of *London*, the Lord Bishop of *Rochester*, shall severally have Power to visit and inspect the Cemetery at all Times, to see that the System of Interment at the Cemetery is in accordance with a due regard to Decorum and Public Health, and to report thereon, when necessary, to One of Her Majesty's Principal Secretaries of State.

Charges for
Vaults, &c.
in Cemetery.

XXXIII. The Company from Time to Time may sell or otherwise dispose of any Right of Burial in the Cemetery, and any Vaults and Graves in the Cemetery, and Rights of Burial therein, and any Rights of placing Tombs, Tombstones, Tablets, and Monuments therein, for such Sums and on such Terms and Conditions as they think fit.

Confirming
Agreement
with Parish
of Saint
George the
Martyr.

XXXIV. Whereas an Agreement has been entered into between *Charles Harrison* of *Bedford Row*, acting for and on behalf of the Company, and the Rector and Churchwardens of the Parish of *Saint George the Martyr* in the County of *Middlesex*, acting for and on behalf of the said Parish, and has been approved and confirmed by the Select Vestry thereof, which said Agreement, executed in Duplicate, is now in the Custody of the Vestry Clerk of the said Parish, whereby it has been agreed that the Company shall grant to the Rector and Churchwardens for the Time being of the said Parish, for the Term of Nine hundred and ninety-nine Years, a Portion of their Cemetery not being less than Two Acres and a Half, and shall lay out, drain, fence, uphold, and maintain the same as and for the Burial Ground of the said Parish, upon and subject to the Covenants and Conditions in the said Agreement mentioned: Be it therefore enacted, That the said Agreement shall be binding upon the Company and the Rector and Churchwardens for the Time being of the said Parish, and that it shall be lawful for the said Company and the said Rector and Churchwardens for the Time being, on behalf of the said Parish respectively, to enforce by Suit in Equity the Performance thereof, and especially that it shall be lawful for the said Company to grant, and for the Rector and Churchwardens for the Time being of the said Parish to accept, and for them and their Successors to hold in their Corporate Capacity on behalf of the said Parish, a Lease of the said Burial Ground, to be granted in pursuance of the Terms and Provisions of the said Articles of Agreement; and a Counterpart shall be executed of the Lease to be so granted of the said Burial Ground, and such Counterpart and One Duplicate of the said Agreement shall be deposited with the Company and kept at the Cemetery, and the original Lease and the other Duplicate of the said Agreement shall be deposited with the Vestry Clerk for the Time being of the said Parish.

Agreements
with Burial
Boards, &c.

XXXV. The Company and any Burial Board, or any Parochial or other Authority having Power to make Arrangements for providing
Burial

Great Northern London Cemetery Act, 1855.

Burial Grounds or for regulating Burials, may respectively from Time to Time make and carry out all such Arrangements as they mutually agree on for and with respect to the Appropriation of any Part of the Cemetery to be used exclusively as a Burying Ground for any Parish or other District, and the Burials therein, and the Fees and Charges for such Burials, and all incidental Matters.

XXXVI. The Company from Time to Time, if they think fit, may undertake Funerals, and may provide such Hearses, Mourning Coaches, Horses, Materials, and Services for the Performance of Funerals as they think requisite, and may fix such Scales of Charges for the Performance by the Company of Funerals, or of various Classes of Funerals, as they think fit.

Company may perform Funerals at Scales of Charges.

XXXVII. The Company, if they think fit, from Time to Time, may enter into such Contracts as they think proper with any Persons, binding them to undertake during specified Periods any Funerals or any Class or Number of Funerals, according to a fixed Scale of Payments, and with such Stipulations as appear to the Company necessary for insuring the decent and solemn Performance of such Funerals, or may enter into distinct Contracts binding different Contractors to furnish and render different Parts of the various Matters and Services requisite for such Funerals.

Contracts for Funerals.

XXXVIII. The Company shall pay the Salary of the Chaplain of the Cemetery.

Salary of Chaplain.

XXXIX. The Company shall, on the Burial of every Body within the Cemetery, pay to the Incumbent from Time to Time of the Parish or Ecclesiastical District whence the Body is removed for Burial the following Fees; *videlicet*,

Fees to Incumbents of Parishes, &c. and to Parish Clerks.

For all First-class Burials, or Burials in a Brick Grave or Catacomb, Twenty Shillings:

For all Second-class Burials, or Burials in Graves not bricked but held in perpetuity, Ten Shillings:

For all Third-class Burials, or Burials in Graves not in perpetuity, except Paupers, Five Shillings:

For Paupers, One Shilling:

And Two Thirds of the above Fees only for the Burial of all Infants under Ten Years of Age:

And such Part as the Bishop from Time to Time appoints of the Fees so paid, shall be paid by the respective Incumbents to the Parish Clerks of their respective Parishes or Ecclesiastical Districts: Provided always, that a Parish Clerk shall not be entitled to any Part of any such Fee, unless he held the Office of Parish Clerk of the respective Parish or Ecclesiastical

Great Northern London Cemetery Act, 1855.

Ecclesiastical District on the Sixteenth Day of *November* One thousand eight hundred and fifty-four.

Questions as to Right of Fees to be determined by the Bishop.

XL. Provided always, That if any Question arise between Two or more Persons respectively claiming to be entitled as such Incumbents to any Fee payable under this Act, every such Question may be referred to and decided by the Bishop of the Diocese.

No Part of Cemetery to be within 300 Yards of Houses.

XLI. No Part of the Cemetery shall be made within Three hundred Yards of any House of the annual Value of Fifty Pounds, or having a Plantation or ornamental Garden or Pleasure Ground occupied therewith, except with the Consent in Writing of the Owner, Lessee, and Occupier thereof.

Saving Rights of the Great Northern Railway Company.

XLII. Except as is by this Act expressly provided, this Act or anything therein shall not take away, lessen, alter, or prejudice any of the Rights, Privileges, Powers, or Authorities of the *Great Northern Railway Company*.

Expenses of Act.

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

SCHEDULE I.

First, Lands in the Parish of East Barnet in the County of Hertford of which William Bowles, Esquire, is the Owner or reputed Owner, containing together One hundred and forty-five Acres or thereabouts, and known as Southgate Farm, which said Farm is divided by the public Road leading from Colney Hatch to East Barnet, and the Part of the said Farm on the West Side of the said Road, comprising Forty-two Acres or thereabouts, is bounded Northwardly partly by Land of which Mr. Long and Dr. Haggard are the respective Owners or reputed Owners, and in the respective Occupations of Mr. Bass and Mr. Smith, and Eastwardly by the public Road aforesaid, and Southwardly by Land of which Mr. Marshall is the Owner or reputed Owner, and in the Occupation of Mr. Stratton, and Westwardly by Land of which the said Dr. Haggard and Mr. Marshall are the respective Owners or reputed Owners, and in the respective Occupations of the above-named Mr. Smith and Mr. Stratton, and the Part of the said Farm on the East Side of the said Road, comprising One hundred and three Acres or thereabouts, is bounded Northwardly partly by Land of which the said Mr. Long is the Owner or reputed Owner, and in the Occupation of Mr. Charles Bagster, and partly by a public Road from East Barnet to Winchmore, and Eastwardly partly by a Stream of Water or Brook running from the Northern to the Southern Boundary of the aforesaid Farm, and partly by Land of which Mr. Thompson and Sir William Curtis are the respective Owners or reputed Owners, and in the respective Occupations of Mr. Stanton and Mr. Samuel Wimbush, and Southwardly by Land of which the said William Bowles is the Owner or reputed Owner and the Occupier, and Westwardly by the aforesaid public Road leading from Colney Hatch to East Barnet; and, secondly, a Piece of Land in the said Parish of East Barnet, adjoining the said Farm at its South-westward Extremity, and lying between the said Farm and the Line of the Great Northern Railway, and containing Ten Acres or thereabouts, and being Part of the said Land of which the said Mr. Marshall is the Owner or reputed Owner, and in the Occupation of the said Mr. Stratton.

SCHEDULE II.

PROPOSED SCALE OF FEES.

	Ground.	Fees for Conveyance of the Coffin from the Company's Station at King's Cross, Funeral Service, and Interment, but exclusive of such Fees as the Act may require to be paid to the Incumbents of Parishes or others.											
		ADULTS.						CHILDREN UNDER 10 YEARS.					
		Conveyance.			Interment.			Conveyance.		Interment.			
FIRST CLASS.		£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
Catacombs	- - -	10	10	0	0	18	0	2	5	0	0	15	0
Brick Vaults for 12 Coffins 9 Feet by 6 Feet 6 Inches	-	10	10	0	0	18	0	2	5	0	0	15	0
Brick Vaults or Graves for 6 Coffins 9 Feet by 4 Feet	-	7	7	0	0	18	0	2	5	0	0	15	0
SECOND CLASS.													
Private Grave in perpetuity, 6 Feet 6 Inches by 2 Feet 6 Inches, with Right of placing Monument or Gravestone	- - -	3	3	0	0	15	0	2	0	0	0	12	6
Ditto ditto, in Select Places	- - -	4	4	0	0	15	0	2	0	0	0	12	6
THIRD CLASS.													
Interment in a separate Grave not in perpetuity, with Right of placing Register Stone for Name	- -	0	0	0	0	12	0	1	10	0	0	10	0
Common Interments	- -	0	0	0	0	7	6	1	0	0	0	7	0

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty, 1855.