



ANNO VICESIMO TERTIO

VICTORIÆ REGINÆ.

Cap. lxxvii.

An Act to authorize the *Midland* Railway Company to construct a Station in the Parish of *Saint Pancras, London*, and to effect Arrangements with the *Great Northern* and *North London* Railway Companies and with the *Regent's Canal* Company ; and for other Purposes.

[25th May 1860.]

WHEREAS it is expedient that better Provision than now exists should be made in *London* for Merchandise and general Traffic, coming from or destined for the *Midland* Railway, and that the *Midland* Railway Company should have Power with that view to acquire Land in the Parish of *Saint Pancras* in *Middlesex*, for the Purpose of forming thereon a Station in connexion with the *North London* and other Railways and also with the *Regent's* Canal, and it will be convenient that the same Company should also have Power to construct a short Street or Opening to the North of the said Station : And whereas Plans of the Land and Property to be taken under the Powers of this Act, and a Plan and Section of the proposed new Street, and of the Land and Property to be taken for the Purposes

[*Local.*]

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thereof,

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thereof, and also a Book of Reference to the Plans, containing the Names of the Owners, Lessees, and Occupiers of such Lands, were deposited in the Month of *November* last with the Clerk of the Peace for the County of *Middlesex*: And whereas an Agreement subsists between the *Midland* and the *Great Northern* Railway Companies, bearing Date the First Day of *June* One thousand eight hundred and fifty-eight, and it is expedient that the same should be confirmed, and that the Powers herein-after contained should be given to the same Companies of entering into further Contracts, and that similar Powers should be granted to the *Midland* Railway Company to enter into Contracts with the *Regent's* Canal Company and with the *North London* Railway Company: But inasmuch as these Objects require the Authority of Parliament, may it 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.
c. 18. & 20.
incorporated.

I. "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Power to
Company
to construct
Station
upon Lands
delineated
upon deposited Plan.

II. It shall be lawful for the *Midland* Railway Company to construct and maintain, and from Time to Time at their Pleasure vary, a Station, with all necessary Approaches, Machinery, Warehouses, Conveniences, and Works, upon the Lands herein-after described, such Lands being delineated upon the Plan and described in the Book of Reference deposited as aforesaid, and also to construct the new Street or Opening in the Line shown upon the said Plan and according to the Levels defined on the Section deposited therewith; and it shall be lawful for the Company to enter upon, take, and use such of the Lands shown upon the said Plan and described in the said Book of Reference as shall be necessary for all or any of the Purposes aforesaid.

Describing
Lands.

III. The Lands and Property to be taken under the Powers of the Bill are all in the Parish of *Saint Pancras* in the County of *Middlesex*, and are,

First, a Piece of Land bounded on the North by the *North London* Railway, on the East by Land of the *Great Northern* Railway Company, on the South and South-west by the *Regent's* Canal, and on the West by *King's Road*;

Second, a Piece of Land bounded on the North by the *Regent's* Canal, on the East by an Access to *Oxford Street* and *Queen's Road*, on the West and South-west by the *King's Road*, and on the North-west by Land and Premises belonging to the Ecclesiastical Commissioners for *England*, and leased to *John Charles Goodhall*.

IV. The

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IV. The new Street or Opening to be constructed as aforesaid shall be made between *Saint Paul's Terrace, King's Road*, and a Road called or intended to be called *Saint Paul's Mews*. As to new Street.

V. And whereas a Portion of the Land first above described has been set apart by the said Ecclesiastical Commissioners for *England* with a view to the Erection thereon of a Church, Parsonage, and Schools, and a Church, Parsonage, and Schools are accordingly in course of Erection thereupon by means of certain Funds provided or procured by the Vicar of *Saint Pancras*, and according to certain Plans and Specifications approved by him, and Part of the Piece or Parcel of Land and Premises secondly above described has been approved by the said Ecclesiastical Commissioners for *England* as a Site for a Church, Parsonage, and Schools to be erected in lieu of and in substitution for the Church, Parsonage, and Schools so in course of Erection as aforesaid: Be it enacted, That the said Company shall, within Six Calendar Months from the passing of this Act, convey the said new Site or cause the same to be conveyed in Fee Simple in such Manner as that the same shall be legally held as a Site for a Church, Schools, and Parsonage, and shall, within Eighteen Calendar Months from the passing of this Act, erect on the said new Site a Church, Schools, and Parsonage according to Plans and Specifications equal in point of Accommodation and Substance to those of the Church, Schools, and Parsonage now in course of Erection or intended to be erected on the said present Site as aforesaid, and to the Satisfaction of the said Vicar, and, further, shall not interfere with the said Schools now erected and used as a Church on the said present Site or the Approaches thereto, but shall permit the same to be conveniently used as a Church and Schools as heretofore, until such new Church is consecrated and such new Schools are erected and completed; provided that, unless for the Purpose of ensuring the Stability of the Structures or the same Quantity of Accommodation, the said Company shall not be liable to expend upon the said new Church, Parsonage, and Schools more than the estimated Cost of the Church, Parsonage, and Schools now erected or in course of Erection as aforesaid; and provided also, that the said Company shall be entitled to the Materials of the Buildings now erected as aforesaid, and such of the Materials prepared for the Completion thereof as belonged to the said Vicar and other Promoters of the said Church, and to any Sums of Money to be received under any Grants made or to be made by any Body Corporate or Society, and available for the building of such Church, Schools, or Parsonage. Company to provide a new Site, and to build a new Church, &c., in lieu of that already obtained by the Vicar of St. Pancras.

VI. It shall be lawful for the Company to close all or any of the Roads, Streets, or Thoroughfares subsisting or laid out within the Lands aforesaid, and to terminate all Contracts with respect to the Construction or Maintenance of such Streets or Thoroughfares: Provided always, that it shall not be lawful for the Company to close so much of *Salisbury Street* (numbered on the deposited Plan 286.) as extends from the *Regent's* Limitation of the Company's Liabilities. Company entitled to Materials, &c. As to closing Streets.

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Regent's Canal to Oxford Street (numbered 287. on the same Plan), or to close so much of *Oxford Street* as extends from the *Regent's Canal* to its Intersection with *Salisbury Street*; nor shall it be lawful for the Company to close so much of the Remainder of *Salisbury Street* as affords Access to the Schools herein-before mentioned until the Church herein-before provided for is consecrated, and the Schools herein-before provided for are erected.

Mode of
effecting
Communica-
tion with
the North
London
Railway.

VII. It shall be lawful for the Company to construct and maintain the necessary Sidings and Works to connect their said Station with the *North London Railway* where the same Railway bounds the said Station, and such Sidings and Works shall be made at such Point or Points as shall be previously agreed upon between the Company and the *North London Railway Company*, and shall be effected in a substantial and workmanlike Manner and to the Satisfaction of the Engineer of the *North London Railway Company*: Provided always, that in case of Difference between such Engineer and the Engineer of the Company with respect to any Works for effecting such Communication, the same shall be determined by an Engineer to be appointed by the Board of Trade.

As to Cost
of Communi-
cation with
the North
London
Railway.

VIII. The Expense of the Communication with the *North London Railway*, and of all necessary Openings in the Rails thereof, and of all other Works from Time to Time requisite for altering, amending, repairing, and maintaining such Communication, and of regulating and adjusting, inspecting or controlling the same, shall be borne and paid by the Company, and such Communication, Openings, and other Works shall be made and done, and from Time to Time be altered, amended, repaired, and maintained, to the Satisfaction of the Engineer of the *North London Railway Company*, and in every Case in such Manner and by such Means as shall not in anywise prejudice the *North London Railway*, or impede or interfere with the free, uninterrupted, and safe Passage of Traffic along that Railway; and in case any Dispute shall arise between the said Companies or their Engineers touching the Matters aforesaid, or any of them, the same shall be determined by an Engineer to be appointed by the Board of Trade.

Company
not to
take Land,
&c. of
North Lon-
don Rail-
way Com-
pany with-
out Con-
sent.

IX. The Company shall not, without the Consent of the *North London Railway Company* under their Common Seal, either permanently or temporarily, enter upon, take, or use any of the Land or Property of that Company, save only for the Purpose of effecting the Junction by this Act authorized; and such Junction, and the Rails and Permanent Way belonging thereto, where made upon Land now belonging to the *North London Railway Company*, shall belong to and be the absolute Property of the same Company.

X. The

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X. The Company shall from Time to Time erect, provide, maintain, and alter such Signals and other Works and Conveniences as may be considered necessary by the *North London* Railway Company for the Prevention of Damage to their Railway, or the Detention of or Interference with Traffic at or near the Junction therewith of the Railway hereby authorized; and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of all Watchmen, Pointsmen, and other Servants, shall belong exclusively to the *North London* Railway Company; and all the Costs and Expenses during each Half Year of employing and paying such Watchmen, Pointsmen, and other Servants shall at the Expiration of each Half Year be repaid by the Company to the *North London* Railway Company, on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

Signals, &c.,
to be erected and
maintained,
and proper
Persons to
be appointed
at Point
of Junction.

XI. Nothing in this Act contained shall authorize or empower the *Midland* Railway Company to take from the *Regent's* Canal Company, otherwise than by Agreement, any Land whatsoever belonging to the Canal Company which but for this Act the *Midland* Railway Company, or any Parties under whom they may claim, would not have been authorized or empowered to take, nor shall anything in this Act contained authorize or empower the *Midland* Railway Company to interfere with the *Regent's* Canal, or any of its Towing-paths, Bridges, Banks, Wharfs, or other Works, or the Navigation thereof, in any Manner in which but for this Act the *Midland* Railway Company, or any Parties under whom they may claim, would not have been authorized or empowered to interfere.

Saving
Rights of
the *Regent's*
Canal
Company.

XII. While the Company are possessed, under the Authority of this Act, of any Land, Houses, Buildings, or other Property assessed or liable to be assessed to any parochial or other general Rate, and until the Station or the Works thereof are so far completed as to be assessed or liable to be assessed to an Amount equal to or greater than the aggregate Amount of the gross rateable Value of the same Land, Houses, Buildings, and Property, in a Rate made on the Twenty-fourth Day of *September* One thousand eight hundred and fifty-nine, the Company shall be liable to make good the Deficiency in the Assessment for such Rates by reason of such Land, Houses, Buildings, or Property being taken or used by them for the Purposes of this Act; and the Deficiency shall be computed according to the Rental at which such Land, Houses, Buildings, and Property respectively are now rated in the said Rate.

Local Rates
to be
made good.

XIII. It shall be lawful for the *Midland* Railway Company on the one hand, and the *Great Northern* Railway Company and the *North London* Railway Company, or either of the Two last-named Companies, on the other hand, from Time to Time to enter into and to vary Contracts

Power to
Company
to enter
into Agree-
ments, under

[*Local.*]

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with

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Restrictions
herein
named.

with respect to the Conveyance, Interchange, and Accommodation of Traffic upon their respective Railways, and the Payments, whether annual or otherwise, to be made with relation to the same Traffic, or to the Accommodation to be afforded, and the Services to be performed in connexion therewith, and the contracting Companies may appoint Joint Committees for the Purposes of such Contracts; and it shall also be lawful for the *Midland* Railway Company and the *Regent's* Canal Company to enter into and vary similar Contracts with respect to the Traffic arising on or destined for their respective Undertakings, and the Payments to be made and Conditions to be performed in relation thereto: Provided always, that no Contract made under the Powers herein contained shall be valid or acted upon unless it has been approved by at least Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting specially convened of each Company Party thereto, and has also been approved by the Board of Trade: Provided also, that before the Board of Trade shall enter upon the Consideration of any such Contract they shall satisfy themselves that the Companies Parties thereto have given to all Companies with whom they already have Contracts whose Interest may be affected by the intended Contract due Notice of their Intention to enter into such Contract.

Tolls not
to be in-
creased.

XIV. Provided, lastly, That no Contract made under the Authority of this Act shall in any Manner increase any of the Tolls, Fares, Rates, or Charges which the contracting Companies respectively are from Time to Time authorized to demand or take from any Person or Company, other than the Parties to such Contracts, but all other Persons shall, notwithstanding any such Contract, be entitled to the Use and Benefit of the Railways and Works to which the Contract relates, on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, and Charges, as if the Contract or Arrangement were not made.

Nothing
to lessen
Powers of
Companies
herein-be-
fore named.

XV. Nothing in this Act contained shall take away, lessen, or invalidate any Powers which the several Companies herein-before named already possess of entering into Contracts, whether those Powers are derived from special Enactments or from general Law.

Confirming
Agreement
with Great
Northern
Railway
Company
dated June
1st 1858.

XVI. The Articles of Contract set forth in the Schedule to this Act, and made the First Day of *June* in the Year of our Lord One thousand eight hundred and fifty-eight, between the *Great Northern* Railway Company of the one Part, and the *Midland* Railway Company of the other Part, are hereby confirmed, and all the Covenants and Stipulations therein shall be as binding upon the Parties thereto as though the said Articles formed Part of this Act; and in calculating the Payments to be made in pursuance of the said Agreement with respect to all Matters conveyed by the *Midland* Railway Company over the *Great Northern* Railway between *London* and *Hitchin* or *Hitchin* and *London*, the Station
and

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and Works hereby authorized to be constructed shall be deemed to be Part of the *London Terminus* as defined in the said Agreement.

XVII. Nothing in this Act contained shall in any Manner take away, lessen, or invalidate any Rights, Powers, or Remedies which the *Leeds, Bradford, and Halifax Junction* Railway Company and the *Bradford, Wakefield, and Leeds* Railway Company severally now have, whether under the Authority of any Act of Parliament or by virtue of any Agreements entered into and now subsisting between those Companies respectively and the *Great Northern* Railway Company. Nothing to lessen Rights, &c. of Companies herein named.

XVIII. It shall be lawful for the *Midland* Railway Company to apply towards the Purposes of this Act any of the Monies which they are already authorized to raise, and which may not now be required by them for the Purposes for which they were so authorized to be raised. Company may apply Funds towards Purposes of Act.

XIX. It shall be lawful for the *Midland* Railway Company, at any Time and from Time to Time, by an Order of any General Meeting convened with due Notice of the Matter, to raise such Sums of Money as they shall from Time to Time deem expedient, not exceeding in the whole the Sum of Two hundred thousand Pounds, exclusive of the Monies which they are authorized to raise by any other Acts of Parliament. Power to raise additional Money.

XX. The Sums of Money so to be raised may be divided into so many distinct Shares, of such Amount, and to be appropriated and disposed of in such Manner and to such Persons and on such Conditions, and with or without such Preference or Priority of Dividend, not exceeding in any Case the Rate of Four and a Half *per Centum per Annum*, and either redeemable or not, and generally on such Terms as by the Order of any such Meeting of the Company shall be determined. Conditions of new Capital.

XXI. Provided always, That any Preference or Priority in the Payment of Interest or Dividends which may be assigned to any Shares to be created by virtue of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividends on any other Shares which may have been granted by the Company in pursuance of or which may have been confirmed by any previous Act, or which may otherwise be lawfully subsisting. Saving Rights of Holders of existing Preference Shares.

XXII. Provided also, That One Fourth of a Share shall be the greatest Amount of any One Call which the Directors may make on the Shareholders in respect of the Money by this Act authorized to be raised, and Two Months at the least shall be the Interval between successive Calls, and the aggregate Amount of Calls on any One Share in any One Year shall not exceed Four Fifths of the Amount of such Share. Calls.

XXIII. When

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Power to
raise ad-
ditional
Money by
Mortgage.

XXIII. When and so soon as the whole of the Money by this Act authorized to be raised by Shares shall have been subscribed for, and One Half thereof shall have been paid up, and the Company shall have proved to the Justice who is to certify, under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all the Capital which the Company are by this Act authorized to raise by the Creation of new Shares has been subscribed for *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, it shall be lawful for the *Midland Railway Company* to borrow on Mortgage such further Sums of Money as shall be from Time to Time authorized to be borrowed by an Order of any Ordinary or Extraordinary Meeting of the Company, not exceeding in the whole Sixty-six thousand Pounds, in addition to the Sums which they are already authorized to borrow.

Certain Pro-
visions of
8 & 9 Vict.
c. 16. ex-
tended to
this Act.

XXIV. So far as applicable, and subject to the Provisions of this Act, all the Provisions of "The Companies Clauses Consolidation Act, 1845," and of the existing Acts of the Company, with respect to the Distribution of the Capital of the Company into Shares, and with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls, and with respect to the Forfeiture of Shares for Nonpayment of Calls, and the Merger and Reissue of forfeited Shares, and with respect to the borrowing of Money by the Company on Mortgage or Bond, and with respect to the Conversion of borrowed Money into Capital, and with respect to the Consolidation of Shares into Stock, shall be applicable to the Capital and Monies hereby authorized to be raised by Shares or Mortgage, and to the Proprietors thereof.

Former
Mortgages
to have
Priority.

XXV. All Mortgages or Bonds granted under the Authority of any former Act relating to the Company, and which shall be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over any Mortgages to be granted by virtue of this Act.

As to Appli-
cation of
Capital.

XXVI. All the Money which the Company may raise under the Authority of this Act, whether by Shares or by borrowing, shall be applied to the Purposes of this Act, and to no other Purposes.

Interest or
Dividend
not to be
paid on
Calls.

XXVII. It shall not be lawful for the *Midland Railway Company*, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay to any Shareholder Interest or Dividend on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually
made

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made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

XXVIII. It shall not be lawful for the *Midland Railway Company*, out of any Money by any Act relating to the Company authorized to be raised for the Purposes of such Act or Acts, 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 said Company to construct any other Railway or execute any other Work or Undertaking.

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

XXIX. Nothing herein contained shall be deemed or construed to exempt the Railways by this or any other Act relating to the *Midland Railway Company* authorized to be made, or the Company, from the Provisions of any General Act relating to Railways 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 and of the Rates for small Parcels authorized by this or any other Act relating to the Company.

Railways
not ex-
empt from
Provisions
of present
and future
General
Acts.

XXX. This Act may be cited as "The *Midland Railway (London Station) Act, 1860*;" and all the Expenses of and incident to the obtaining of this Act shall be paid by the *Midland Railway Company*.

Short Title.
Expenses of
Act.

The Midland Railway (London Station) Act, 1860.

SCHEDULE

CONTAINING

THE CONTRACT BETWEEN THE GREAT NORTHERN RAILWAY COMPANY AND
THE MIDLAND RAILWAY COMPANY.

1 June 1858. ARTICLES OF CONTRACT made the First Day of June in the Year of our Lord One thousand eight hundred and fifty-eight, between the Great Northern Railway Company (herein-after called the Great Northern Company) of the one Part, and the Midland Railway Company (herein-after called the Midland Company) of the other Part: Whereas the Line of the Great Northern Railway from London to Hitchin is herein-after called the London and Hitchin Line: And whereas the Line of the Midland Railway from Leicester to Hitchin is herein-after called the Leicester and Hitchin Line: And whereas the Midland Company are the Owners of other Lines of Railway, and the Leicester and Hitchin Line and those other Lines are herein-after called the Midland Lines: And whereas the Leicester and Hitchin Line forms at Hitchin a Junction with the London and Hitchin Line: And whereas under an Agreement dated the Fifth Day of May One thousand eight hundred and fifty-seven, between the Great Northern Company and the Midland Company (herein-after called the Two Companies), the Midland Company are entitled to the User, in common with the Great Northern Company, of their Passenger Station at Hitchin, on the Terms of Payment by the Midland Company to the Great Northern Company of Five hundred Pounds a Year for the User, and on other Conditions therein expressed: And whereas by means of the London and Hitchin Line and the Midland Lines a continuous Railway Communication between London and many Parts of the Midland and Northern Districts of England might be effected, with Advantage both to the Public and to the Two Companies respectively, and the Two Companies have therefore determined to enter into and execute these Presents, by way of a Contract, for an Interchange of Traffic, and for the Passage over and along the London and Hitchin Line of such of the Engines, Coaches, Waggon, and other Carriages of the Midland Company as they from Time to Time think fit, upon the Payment of such Tolls and under such Conditions and Restrictions as herein-after appearing, and also, and as incidental thereto, by way of Contract, for the Division and Apportionment of the Rates, Fares, and Charges to be taken by the Two Companies respectively upon the London and Hitchin Line, and by the Midland Company upon the Midland Lines: And whereas the Two Companies have determined that the several Terms and Conditions of this Contract shall be carried into effect with due Regard to the general Convenience of the Business of the Two Companies respectively, and also that these Presents shall be subject and without Prejudice to the recited Agreement with respect to the User by the Midland Company of the Great Northern Company's Passenger Station at Hitchin: And whereas the Word "Traffic," wherever used in these Presents, includes (unless otherwise

Agreement
dated 5 May
1857.
Hitchin Sta-
tion.

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otherwise expressed) all the Passengers, Animals, Carriages, Goods, Merchandise, Minerals, Coals, Articles, Matters, and Things: And whereas the Expression "Rates, Fares, and Charges," wherever used in these Presents, includes (unless otherwise expressed) all Tolls, Rates, Fares, Charges, and other Payments payable under the Acts relating to the Two Companies respectively for all Traffic to which this Contract relates: And whereas the Expression "the London Terminus," wherever employed in these Presents, means and includes the Great Northern Company's Passenger Station at King's Cross, and their Coal Station at Holloway, and their present and future Coal and Goods Stations Southward of their Coal Station at Holloway and Northward of King's Cross: And whereas it is the Intention of the Two Companies and of these Presents that these Presents shall have Effect as a Contract entered into by the Two Companies respectively in their Capacity of Owners of Railways, and partly in their Capacity of Carriers on Railways, and shall have Effect accordingly in pursuance of their respective Statutory and Common Law and other Powers, Authorities, Rights, and Interests: And whereas it is the Intention of the Two Companies and of these Presents that the preceding Recitals shall govern the Construction of these Presents and of the several Articles thereof respectively: Now therefore these Presents witness that the Great Northern Company, with respect to the Acts and Defaults of themselves, their Directors, Officers, and Servants, and the Midland Company, with respect to the Acts and Defaults of themselves, their Directors, Officers, and Servants, do hereby mutually agree as follows; (that is to say,)

As from the First Day of January One thousand eight hundred and fifty-eight inclusive, and thenceforth during the Continuance of this Contract, the Midland Company shall be entitled, according and subject to the Conditions and Restrictions of this Contract, and in consideration of the Division or Apportionment of Rates, Fares, and Charges provided for by this Contract, to the free Passage over and along the London and Hitchin Line of such of their Engines, Coaches, Waggons, and other Carriages, and of the Enginemen, Firemen, Guards, Porters, and other Servants required for the due and efficient Working of their Traffic, as the Midland Company from Time to Time think fit, and also, and as incidental or accessory to such User of the London and Hitchin Line, to the other Benefits provided for them by this Contract. Article 1.

In the Exercise by the Midland Company of their Privileges under this Contract, they, and their Directors, Officers, and Servants, will be bound by and conform to all the Byelaws, Rules, and Regulations of the Great Northern Company, with respect to the Management and Conduct of the London and Hitchin Line and of the Traffic thereon, and of the London Terminus and of the Traffic and Business thereat, which on the First Day of January One thousand eight hundred and fifty-eight were and from Time to Time thereafter remain in force, and also by and to all such Byelaws, Rules, and Regulations of the Great Northern Company with respect to such Management and Conduct as they from Time to Time hereafter shall, consistently with the true Intent of this Contract, make or establish, provided that the Fact of such Consistency shall, in case of Difference, be determined by Arbitration. Article 2.

The Engine Drivers, Stokers, Guards, Porters, Booking Clerks, Parcels Clerks, and other Servants of the Midland Company from Time to Time employed for the Purposes of this Contract on the London and Hitchin Line, and Article 3.

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and at the London Terminus and at Hitchin respectively, shall be bound by and conform to all the Byelaws, Rules, and Regulations of the Great Northern Company with respect to the Government and Conduct of their own Officers and Servants employed by them on the London and Hitchin Line and at the London Terminus and at Hitchin respectively, which on the First Day of January One thousand eight hundred and fifty-eight were and from Time to Time thereafter remain in force, and also by and to all such Byelaws, Rules, and Regulations of the Great Northern Company with respect to such Government and Conduct as they from Time to Time hereafter shall, consistently with the true Intent of this Contract, make and establish, provided that the Fact of such Consistency shall, in case of Difference, be determined by Arbitration.

Article 4. The Midland Company shall be entitled to carry through the Hitchin Station, and over the London and Hitchin Line to the London Terminus, and to deliver at or from the London Terminus, all Traffic to be taken up by the Midland Company at any Place Northward of Hitchin, and intended for Delivery at or from the London Terminus, and shall be entitled to receive and take up at the London Terminus, and to convey over the London and Hitchin Line and through the Hitchin Station, and to deliver at any Place Northward of Hitchin, all Traffic to be taken up by the Midland Company at the London Terminus, and intended for Delivery at any Place Northward of Hitchin.

Article 5. The Midland Company will not take up at their own or the Great Northern Hitchin Station, or at any present or future intermediate Station between Hitchin and the London Terminus, any Traffic intended for Delivery at or from the London Terminus, or at or from any present or future intermediate Station between Hitchin and the London Terminus.

Article 6. The Midland Company will not take up at the London Terminus, or at any present or future intermediate Station between Hitchin and the London Terminus, any Traffic intended for Delivery at or from the Midland or Great Northern Hitchin Station, or at or from any present or future intermediate Station between the London Terminus and the Hitchin Station.

Article 7. The Midland Company will receive and take up at their present and future Stations, exclusive of the Great Northern and Midland Hitchin Stations, and carry to the Hitchin Station, and deliver at the Hitchin Station to the Great Northern Company, all Traffic passing Southward, and intended to be ultimately delivered at or from any of the present and future intermediate Stations on the London and Hitchin Line between Hitchin and the London Terminus; and all such Traffic shall be so received, taken up, and delivered by the Midland Company with due Regard to the Interests of the Great Northern Company, and so as to avoid all needless Delay and other Inconvenience.

Article 8. The Great Northern Company will receive and take up at the several present and future intermediate Stations on the London and Hitchin Line between the London Terminus, and deliver at the Hitchin Station, and carry to the Hitchin Station, and deliver at the Hitchin Station to the Midland Company, all Traffic destined to pass Northward, and to be carried on the Midland Lines; and all such Traffic shall be so received, taken up, carried, delivered by the Great Northern Company with due Regard to the Interests of
of

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of the Midland Company, and so as to avoid all needless Delay and other Inconvenience.

The Great Northern Company will not take up at the London Terminus any Traffic passing Northward, and intended to be carried by the Midland Company on the Midland Lines. Article 9.

The Midland Company shall be entitled, in common with the Great Northern Company, for all Passengers and Parcels, Mails, Horses, Carriages, and Dogs Traffic carried according to this Contract to and from the London Terminus by the Midland Company, to the free User of the Great Northern Company's Passenger Station at King's Cross, and the public Offices and other public Conveniences thereof, and for the Purposes of such Traffic, subject to the Requirements of the Traffic of both Companies, to the Services at and in immediate Connexion with their Passenger Station at King's Cross, of the Staff of Inspectors, Porters, and Signalmen, from Time to Time employed by the Great Northern Company at and in immediate Connexion with that Station. Article 10.

For the Purposes of Article 10. the Midland Company, at their own Expense, may provide and employ at the King's Cross Passenger Station competent, proper, and sufficient Booking Clerks and Parcels Clerks, by whom the whole of the booking of the Passengers and Parcels Traffic of the Midland Company at that Station, and all incidental Services usually and properly performed by Booking Clerks and Parcels Clerks respectively, shall be duly performed at that Station. Article 11.

For the Purposes of Article 10. the Passenger Carriages, Passenger Guards, Booking Clerks, and Parcels Clerks of the Midland Company shall be accommodated by the Great Northern Company at the King's Cross Passenger Station, in common with their own Passenger Carriages, Passenger Guards, Booking Clerks, and Parcels Clerks respectively, and with due Regard to the Convenience of the Two Companies respectively. Article 12.

For the Purposes of Articles 4. and 10. respectively the Great Northern Company, at their own Expense, will provide and employ and furnish at and in immediate Connexion with the King's Cross Passenger Station a Staff of Inspectors, Porters, and Signalmen, competent, proper, and sufficient for the Passengers and Parcels Traffic there of the Two Companies respectively, and proper and sufficient Gas and Stores and other Requisites incidental to such Traffic. Article 13.

Provided that the Midland Company shall not use the King's Cross Passenger Station for any Purpose other than the Purposes of Articles 4. and 10. respectively, and shall not use any other Part of the London Terminus, the User whereof they from Time to Time have under this Contract, for any Purpose other than the Purposes for which they, according to this Contract, so have the User thereof. Article 14.

The Midland Company shall be entitled to the free, separate, and exclusive User at the Goods Department of the London Terminus of Sheds to be provided by the Great Northern Company, proper, convenient, and sufficient for the Accommodation and Repair of the Engines used by the Midland Company; and the Great Northern Company will accordingly from Time to Time

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appropriate such Engine Sheds and Approaches thereto for such User by the Midland Company, and will keep in repair and renew the Engine Sheds so appropriated, provided that the Situation, Number, Extent, Mode of Construction, and Conveniences of the Engine Sheds to be so appropriated shall, in case of Difference, be determined by Arbitration.

Article 16. The Midland Company shall be entitled to the User of Part of the Great Northern Company's Coal Station at Holloway, and to the free, separate, and exclusive User at the Great Northern Company's Goods Station at King's Cross of Ground and of Works and Conveniences, exclusive of Coal Drops, proper and sufficient for the Reception, Accommodation, and Delivery at and from that Goods Station of all the Coal and other Minerals and Goods Traffic carried according to this Contract to and from the London Terminus by the Midland Company; and the Great Northern Company will accordingly, from Time to Time, appropriate such Ground, inclusive of Sites for Coal Drops, and such Works and Conveniences, exclusive of Coal Drops respectively, for such User by the Midland Company, and at the Expense of the Great Northern Company keep in repair and renew the Works and Conveniences so appropriated.

Article 17. The Ground, Works, and Conveniences to be appropriated according to Article 16. shall be so situated as to promote as far as possible the general Convenience of the Coal and other Mineral and Goods Traffic of the Two Companies respectively, and the Situation, Extent, and Nature of the same respectively shall be from Time to Time agreed upon between the Two Companies, or, in case of Difference, shall be determined by Arbitration.

Article 18. Provided that these Presents, and the Appropriation to be made according to Articles 15. and 16. respectively, shall not be or have the Effect of a Demise to the Midland Company of the Engine Sheds, Ground, Works, and Conveniences to be so appropriated, but shall only be and have the Effect of a Licence to the Midland Company to occupy, use, and enjoy the same only during the Continuance and according to the Terms of this Contract.

Article 19. The Midland Company shall be entitled, in common with the Great Northern Company, to a full and free Supply of Water at the London Terminus for all the Engines of the Midland Company, and a full and free Supply of Water and Gas for all their Purposes at the Engine Sheds, Ground, Works, and Conveniences to be appropriated according to Articles 15. and 16. respectively, and the Midland Company shall pay the Cost Price of their Share of the Water and Gas.

Article 20. The Midland Company shall be entitled at their own Expense to provide, repair, and renew, on the Ground appropriated according to Article 16. for the Purpose, and to use, such and so many Coal Drops as may from Time to Time be agreed upon, or as in case of Difference shall be determined by Arbitration, and to alter and take away any Coal Drops so provided.

Article 21. If at the Determination of this Contract any Coal Drops provided according to Article 20. are left by the Midland Company on any Ground appropriated according to Article 16., the Great Northern Company will pay to the Midland Company the then Value of the Coal Drops so left, provided that the Valuation, and the Principle on which it is to be made, and whether the
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Coal Drops are to be valued as going Plant or otherwise, shall, in case of Difference, be determined by Arbitration.

The Great Northern Company will allow the Midland Company to use such Access as the Great Northern Company from Time to Time possess from and to the London Terminus to and from the Regent's Canal and the North London Railway respectively, for all the Coal and other Mineral and Goods Traffic carried according to this Contract by the Midland Company to and from the London Terminus. Article 22.

The Midland Company shall be entitled to provide and employ at the Goods and Mineral Departments of the Great Northern Company at King's Cross their own Staff of Officers and Servants, and their own Horses, Vehicles, and other Requisites for the Collection, Reception, Accommodation, handling, and Delivery of all their Traffic, other than Passenger Traffic, to be carried according to this Contract by the Midland Company to and from the London Terminus. Article 23.

Provided that if and when the Midland Company so require, the Great Northern Company will, at their King's Cross Passenger Station, duly collect, receive, accommodate, handle, and deliver all the Parcels Traffic of the Midland Company to be carried according to this Contract by the Midland Company to and from that Station, and will provide and employ for the Purpose a competent Number of proper and sufficient Officers, Servants, Horses, Vehicles, and other Requisites, the usual Clearing House Terminal Charges to be in that Case deducted by the Great Northern Company. Article 24.

The Midland Company shall be entitled to fix from Time to Time the Number and the Times for the Departure and Arrival at and from the London Terminus of their own Trains to run from and to that Terminus, due Regard being had to the Fact of the Great Northern Company being the Owner of the London Terminus, and to the relative Amount and Importance of the Traffic to and from that Station of the Two Companies respectively, and to the general Convenience accordingly of the Two Companies respectively; provided that in every Case of Difference on this Article the same shall be determined by Arbitration. Article 25.

Except in case of Necessity, or by Consent of the Great Northern Company, no Train of the Midland Company shall at any Time stop at any of the present or future intermediate Stations on the London and Hitchin Line between Hitchin and the London Terminus. Article 26.

All Traffic passing Southward, and carried by the Midland Company to the London Terminus, and all Traffic passing Southward, and carried by the Midland Company to the Hitchin Station, and delivered by them there to the Great Northern Company, and carried by them to and delivered at or from any of the present and future intermediate Stations on the London and Hitchin Line between Hitchin and London, and all Traffic passing Northward, and carried by the Midland Company through and beyond the Hitchin Station, and all Traffic passing Northward, and carried by the Great Northern Company to the Hitchin Station, and delivered by them there to the Midland Company, and carried by them to and delivered at or from any of the present and future Stations of the Midland Company, exclusive of the Hitchin Station, shall for the Article 27.

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the Purposes of this Contract with respect to joint Traffic be regarded as joint Traffic of the Two Companies.

Article 28. In the Construction of Articles 29. and 30. respectively, and as to each of the Two Companies, the respective Company shall be deemed to have Access to a Station when they run their own Trains to the Station, or by means of any present or future Working or Traffic Arrangement they receive or deliver there any Traffic of any Kind; provided that in every Case of Difference on this Article the same shall be determined by Arbitration.

Article 29. In the Construction of Articles 30, 31, and 32 respectively, a competing Place is to be understood as being any City, Town, or other Place at which there is now or hereafter a System of through booking by or for each of the Two Companies, and as being also any Station where both the Companies have Access to the Station for the Receipt or Delivery there of any Traffic of any Kind, and as being also any City, Town, or other Place at which there are now or hereafter Two or more Stations, and each of the Two Companies has Access to One or more of the Stations for the Receipt or Delivery there of any Traffic of any Kind; provided that in every Case of Difference on this Article the same shall be determined by Arbitration.

Article 30. The Sums of Money to be paid to the Great Northern Company by the Midland Company in respect of Mileage Rates, Fares, and Charges, for all joint Traffic, except Coal, carried by the Midland Company between the London Terminus and Hitchin, and destined for any Place not being a competing Place, but being a Place to which the Midland Company only have Access, shall be fixed as follows: As to any Place which is a Distance of Sixty-four Miles or upwards from the London Terminus, the Sum of Money to be paid to the Great Northern Company shall be a Sum of Money equal to a Mileage Rate of the Rates, Fares, and Charges which the Midland Company are for the Time being charging to and from the London Terminus from and to such non-competing Place in respect of Traffic of all Kinds; and as to any Place which is a less Distance than Sixty-four Miles from the London Terminus, the Great Northern Company shall fix the Rates, Fares, and Charges to be charged in respect of such Traffic as between Hitchin and London; and the like Rates, Fares, and Charges per Mile shall be applicable to the whole Distance for which such Rates, Fares, and Charges shall be charged; provided that in every Case of Difference as to any Rates, Fares, or Charges which the Two Companies or either of them are for the Time being charging the same shall be determined by Arbitration.

Article 31. The Sums of Money to be paid to the Great Northern Company by the Midland Company in respect of Mileage Rates, Fares, and Charges upon all joint Traffic, except Coals, to be carried by the Midland Company between the London Terminus and Hitchin, and destined for any competing Place, shall from Time to Time be a Mileage Proportion of the Rates, Fares, and Charges for such Traffic from London to such competing Place; provided that the Sum of Money so paid to the Great Northern Company shall not be less than the Amount of the Mileage Rates, Fares, and Charges then charged by the Great Northern Company for their own Traffic of like Kinds carried by them from the London Terminus to that competing Place, and any Difference between the last-mentioned Sum and the Mileage Proportion of the whole Rates, Fares, and Charges shall be deducted from the whole Sum charged by the Midland Company,

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Company, and paid to the Great Northern Company, in addition to such Mileage Proportion; provided that in every Case of Difference as to the Amount of any Mileage Rates, Fares, or Charges so for the Time being charged the same shall be determined by Arbitration.

The Sums of Money to be paid to the Great Northern Company by the Midland Company in respect of Mileage Rates, Fares, and Charges upon all joint Traffic, other than Coal, carried by the Midland Company between Hitchin and the London Terminus, and arriving at any competing Place, shall from Time to Time be a Mileage Proportion of the Rates, Fares, and Charges for such Traffic from London to such competing Place; provided that the Sum of Money paid to the Great Northern Company shall not be less than the Amount of the Mileage Rates, Fares, and Charges then charged by the Great Northern Company for their own Traffic of like Kinds carried by them from that competing Place to the London Terminus, and any Difference between the last-mentioned Sum and the Mileage Proportion of the whole Rates, Fares, and Charges shall be deducted from the whole Sum charged by the Midland Company, and paid to the Great Northern Company, in addition to such Mileage Proportion; provided that in every Case of Difference as to the Amount of the Mileage Rates, Fares, and Charges so for the Time being charged the same shall be determined by Arbitration. Article 32.

The total Amount of all the Rates, Fares, and Charges from Time to Time received by the Two Companies respectively in respect of joint Traffic on the London and Hitchin Line, and the total Amount of all the Rates, Fares, and Charges from Time to Time received by the Midland Company in respect of all Traffic, whether joint Traffic or not, on the Midland Lines between London and all competing Places, shall from Time to Time be carried to a joint Account for the Purposes of this Contract, and the Amounts so carried to the Credit of that joint Account shall from Time to Time be divided or apportioned between the Two Companies, as is provided by this Contract. Article 33.

The joint Fund shall be so divided and apportioned between the Two Companies as to make thereout, so far as the Amount thereof will from Time to Time permit, the following Payments; that is to say, Article 34.

First. To the Great Northern Company, the Amount of all Deficiency, if any, to be paid to them according to Article 42., with the Interest thereon:

Secondly. To the Great Northern Company, One thousand five hundred Pounds a Year, in respect of the User and Enjoyment, according to this Contract, by the Midland Company of the King's Cross Passenger Station, and the Conveniences thereat:

Thirdly. To the Great Northern Company, the Amount of Six Pounds per Centum per Annum Interest on their actual Outlay properly chargeable against Capital, in respect of the Engine Sheds and the connecting Approaches thereto, provided by them for the Midland Company according to Article 15.:

Fourthly. To the Great Northern Company, the Amount of their actual Outlay for Repairs, Renewals, Taxes, Rates, and other Outgoings properly chargeable against Revenue, in respect of those Engine Sheds and the connecting Approaches thereto, while the Midland Company have the Enjoyment thereof according to this Contract, and a due Proportion of

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all such Charges as are current when the Midland Company begin or cease to have such Enjoyment :

Fifthly. To the Great Northern Company, the Amount of the actual Cost to them of all Water and Gas used by the Midland Company, according to Article 19. :

Sixthly. To the Great Northern Company, Twenty thousand Pounds a Year in respect of Interchange of Traffic and User by the Midland Company of the London and Hitchin Line respectively secured to them by this Contract :

Seventhly. To the Two Companies respectively, the Terminal Charges to be allowed to them respectively according to Article 39. :

Eighthly. To the Two Companies respectively, the working Expenses to be allowed to them respectively according to Article 39. :

Ninthly. To the Two Companies respectively, the Balance of the Shares of Rates, Fares, and Charges to be allowed to them respectively according to Article 39. :

Tenthly. To the Midland Company, the Surplus from Time to Time of the joint Fund.

Article 35. The Payment to be made first according to Article 34. shall be the First Charge on the joint Fund ; and the Payments to be made secondly, thirdly, fourthly, and fifthly, according to that Article, shall be the Second Charge thereon ; and the Payments to be made sixthly and subsequently, according to that Article, shall have Preference according to their numerical Order as the Third and subsequent Charges thereon.

Article 36. The several Payments to be made out of the joint Fund seventhly, eighthly, and ninthly, according to Article 34., shall be made monthly in the usual Railway Clearing House Settlements, or otherwise as the Two Companies from Time to Time agree ; and the several Payments to be made out of the joint Fund firstly, secondly, thirdly, fourthly, fifthly, sixthly, and tenthly, according to Article 34., shall be made half-yearly on the Thirtieth Day of June and the Thirty-first Day of December in every Year, the First of such half-yearly Payments to be made on the Thirtieth Day of June One thousand eight hundred and fifty-eight.

Article 37. Provided that for the Year ending with the Thirty-first Day of December One thousand eight hundred and fifty-eight the Great Northern Company shall not be entitled to the Twenty thousand Pounds to be paid sixthly, or any Part thereof.

Article 38. Provided that, if and whenever the Payments for any Year ending with the Thirty-first Day of December One thousand eight hundred and fifty-nine, or with any subsequent Thirty-first Day of December, to be made seventhly, eighthly, and ninthly, according to Article 34., to the Great Northern Company, amount to or exceed in the whole Twenty thousand Pounds, then the Twenty thousand Pounds for that Year to be paid to them sixthly, according to that Article, shall be taken to be a Payment on account of and not in addition to the Payments for that Year to be made to them seventhly, eighthly, and ninthly, according to that Article.

Article 39. For the Purposes of the Payments to be made seventhly, eighthly, and ninthly, according to Article 34., the gross Receipts of the Two Companies respectively,

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respectively, in respect of Rates, Fares, and Charges for joint Traffic, shall be divided and apportioned between them as follows ; that is to say,

The Terminal Charges to be seventhly allowed to the Two Companies respectively under Article 34. to be,

First. The Terminal Charges in respect of Goods and Parcels Traffic to and from all present and future intermediate Stations on the London and Hitchin Line between the London Terminus and Hitchin to be the Clearing House Terminal Charges for the Time being :

Secondly. The Terminal Charges for Mineral Traffic, other than Coal and Coke, to and from all present and future intermediate Stations on the London and Hitchin Line between the London Terminus and Hitchin, to be Twopence per Ton at each End :

Thirdly. The Terminal Charges for Coal and Coke to and from all present and future intermediate Stations on the London and Hitchin Line between the London Terminus and Hitchin to be Sixpence per Ton at each End :

Fourthly. The Terminal Charges in respect of joint Goods Traffic, other than Mineral Coal and Coke Traffic, to and from the London Terminus, to be Sixpence per Ton, as a modified Terminal Charge for Station Accommodation :

Fifthly. The Terminal Charges in respect of Mineral Traffic, other than Coal and Coke Traffic, to and from the London Terminus, to be Twopence per Ton at each End.

The working Expenses to be eighthly allowed to the Two Companies respectively under Article 34. to be,

First. Government Duty on Passengers :

Secondly. Thirty-three and a Third per Centum of the Fares, Rates, and Charges to be paid according to Articles 30, 31, and 32.

The Shares of Rates, Fares, and Charges to be ninthly allowed to the Two Companies respectively under Article 34. to be,

First. To the Great Northern Company, for every Twenty-one Hundredweight of Coal and Coke carried by the Midland Company over the London and Hitchin Line to the London Terminus, a Toll of One Shilling and Ninepence for the whole Distance ; but should the Numbers of Hundredweight charged for as for a Ton be Twenty Hundredweight of Coal Traffic on any Portion of the Midland Line, the Twenty-one Hundredweight above mentioned is to be charged for as for Twenty Hundredweight in respect of that Portion :

Secondly. To the Great Northern Company, for every Ton of Coke carried by the Midland Company over the London and Hitchin Line for their own Use, and consumed by Engines belonging to the Midland Company, and running to and from the London Terminus, a Toll of One Halfpenny per Mile ; and for every Ton of Coal carried by them over the London and Hitchin Line for their own Use, and consumed by Engines belonging to the Midland Company at the London Terminus, a Toll of One Shilling for the whole Distance :

Thirdly. To the Two Companies respectively, the Shares of Rates, Fares, and Charges fixed according to Articles 30, 31, and 32, divided according to Mileage Rates.

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- Article 40. The Two Companies will from Time to Time make such Arrangements as that the Payments to be made seventhly, eighthly, and ninthly, according to Article 34., shall be made, so far as is practicable, by monthly Payments, according to the Regulations from Time to Time in force at the Railways Clearing House; and that the other Payments mentioned in Article 34. shall be made half-yearly on the Thirtieth Day of June and the Thirty-first Day of December in every Year; provided that in case of Difference as to any Arrangement for any such monthly or half-yearly Payments the same shall be determined by Arbitration.
- Article 41. Provided that if and whenever either of the Two Companies, instead of paying any Sum to the joint Fund, pay it to the other Company, then and in every such Case in the Accounts relating to the joint Fund the Company making the Payment shall be credited with the Sum so paid as paid by them to the joint Fund, and the Company receiving it shall be debited therewith as paid to them out of the joint Fund.
- Article 42. Provided that if and whenever the Amount of the joint Fund shall in any Half Year be insufficient to make to the Great Northern Company in full the several Payments to be, according to Article 34., made thereout to them for that Half Year, then and in every such Case the Amount of the Deficiency shall bear Interest after the Rate of Five Pounds per Centum per Annum from the End of that Half Year until Payment thereof, and every such Amount and Interest shall, until full Payment thereof, be the First Charge on the joint Fund, and the First Payment to be made thereout accordingly.
- Article 43. Provided that if the Midland Company shall at any Time or Times have received for their own Use any Part of the joint Fund, they shall, on any such Deficiency happening, be bound to repay to the joint Fund the Amount so received by them, with Interest after the Rate of Five Pounds per Centum per Annum thereon from the Time of the Receipt thereof, or so much of such Amount and Interest as is requisite to make good the Deficiency.
- Article 44. Each of the Two Companies will duly keep all such Accounts, with all such Items of Dates, Names, Places, Qualities, Weights, Quantities, Distances, and other Particulars, and all such Vouchers, as are from Time to Time respectively proper and sufficient for the several Purposes of this Contract; provided that the Mode of keeping the Accounts, and the Propriety and Sufficiency thereof, shall in every Case of Difference be determined by Arbitration.
- Article 45. The Two Companies respectively will, as regards all joint Traffic carried over any Part of the Lines of the Two Companies respectively, and also on any Line not then belonging to or worked or used by either of the Two Companies, so apportion the Rates, Fares, and Charges for such Traffic as that a fair Mileage Proportion thereof shall be attributed to the London and Hitchin Line and the Midland Lines respectively, and will keep the Accounts relating to such Traffic so as to show clearly the Apportionment and the Fairness thereof.
- Article 46. All Accounts and Vouchers relating to Traffic which is the Subject of this Contract, to be kept according to Articles 44. and 45. respectively, shall be open at all reasonable Times to the Inspection and Transcription of the respective Members of the Two Committees to be appointed for the Purposes of this Contract under Article 57., and their respective Agents; and the Two Companies

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panies respectively will afford all proper and sufficient Facilities for such Inspection and Transcription, including the Services of Clerks, and the User of Rooms, Stationery, Fire, and Lights.

The Two Companies respectively will, whenever thereunto reasonably required by any Four or more of the Members of the Two Committees or their Agents, or by any Umpire acting in pursuance of this Contract, duly verify the Accounts to be kept, according to Articles 44. and 45. respectively, or any of them, or any of the Items thereof respectively, and produce for the Purpose of such Verification all proper and sufficient Vouchers. Article 47.

Each of the Two Companies will, within Fourteen Days after the Thirtieth Day of June and the Thirty-first Day of December in every Year, transmit to the other Company an accurate Abstract of the Account of all the joint Traffic the Subject of this Contract carried by the respective Company during the then last Half Year, and of all the Rates, Fares, and Charges received by or payable to the same Company in respect of such joint Traffic. Article 48.

If and whenever it appears by the Abstracts of Accounts transmitted, according to Article 48., by the Two Companies respectively, that the Amount of the joint Fund at the End of the respective Half Year is not sufficient to make to the Great Northern Company the several Payments to be made according to Article 34. to them, the Midland Company will, within Fourteen Days after the Receipt by them of the Abstract of Account so transmitted by the Great Northern Company, transmit to the Great Northern Company an accurate Abstract of Account of all the Traffic of the Midland Company on the Midland Lines not being joint Traffic during the then last Half Year, and of all the Rates, Fares, and Charges received by or payable to the Midland Company in respect of such Traffic. Article 49.

Each of the Two Companies, and their respective Directors, Officers, and Servants, will at all Times during the Continuance of this Contract afford to the other Company, and their respective Directors, Officers, and Servants, all lawful, reasonable, and sufficient Facilities for enabling the same Company to obtain the full Benefit intended to be secured to them by this Contract. Article 50.

The Midland Company, in the Exercise of their Rights under this Contract, will work over and use the London and Hitchin Line, and the Parts to be used by them of the London Terminus, in a safe and proper Manner, and with due Regard to the Interests of the Great Northern Company as the Owners thereof. Article 51.

The Great Northern Company will keep the London and Hitchin Line, and the Parts to be used by the Midland Company of the London Terminus, except Coal Drops, if any, in thorough Repair, and in safe and good working Order and Condition, and sufficient for all the Traffic of the Two Companies respectively thereon. Article 52.

The Midland Company will, in the Exercise of their Rights under this Contract, in all respects duly conform to the several Obligations and Provisions of the Acts of Parliament from Time to Time in force with respect to the Working and User of the London and Hitchin Line and the Parts to be used by the Midland Company of the London Terminus, and the Traffic thereon and thereat, and will at all Times fully and freely indemnify and save harmless the

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Great Northern Company from and against all Penalties, Forfeitures, Losses, Damages, Costs, Charges, and Expenses, Claims and Demands whatsoever, to be in any way occasioned or incurred by reason of any Act or Default of the Midland Company, or any of their Directors, Officers, or Servants, in relation to the working or User by the Midland Company of that Line and those Parts respectively, or to their Traffic thereon or thereat.

Article 54. The Great Northern Company will at all Times fully and freely indemnify and save harmless the Midland Company from and against all Penalties, Forfeitures, Losses, Damages, Costs, Charges, and Expenses, Claims and Demands whatsoever, to be in any way occasioned or incurred by reason of any Act or Default of the Great Northern Company, or any of their Directors, Officers, or Servants, in relation to the working and User of the London and Hitchin Line, and the Parts to be used by the Midland Company of the London Terminus, and the Traffic thereon and thereat.

Article 55. Neither of the Two Companies will, by themselves or their Agents, at any Time during the Continuance of this Contract, without in every Case the previous Consent in Writing of the other Company or their Directors, make or enter into any Contract, Agreement, or Arrangement whatsoever with any Railway or other Company, or any other Person or Persons, which shall in any way prejudicially affect any of the Interests of the other Company under this Contract; provided that the Fact of such prejudicial Operation shall in every Case of Difference be determined by Arbitration.

Article 56. Every Notice, Requisition, Abstract of Account, or Writing, to be given or transmitted for any of the Purposes of this Contract by or on the Part of either of the Two Companies to the other, shall (except as is by these Presents otherwise provided) be deemed to be duly given or transmitted, if it be signed by the Secretary or One of the principal Officers of the Company by or on the Part of which it is given or transmitted, and be delivered for the other Company to their Secretary or to One of their principal Officers at, as regards the Great Northern Company, their King's Cross Passenger Station, and as regards the Midland Company, their principal Office at Derby.

Article 57. For the Purposes of this Contract, each of the Two Companies will, within Fourteen Days after the Day of the Date of these Presents, or as soon after as may be practicable, appoint a Committee of Three of the Directors of the same Company, and will from Time to Time supply all Vacancies therein occurring by Death, Resignation, Disqualification, Removal, or otherwise, so that as far as may be practicable there shall at all Times be Two Committees for the Purposes of this Contract, each of the Two Committees consisting of Three of the Directors of the Company so appointing the respective Committee.

Article 58. Within Seven Days after the Appointment or Removal by either of the Two Companies, or after Notice to them of the Resignation or Disqualification of any Member of their respective Committee so appointed, or of any Vacancy happening in that Committee, the same Company will transmit to the other Company Notice thereof.

Article 59. Each of the Two Companies, so far as the same Company lawfully can, will delegate to or confer on their respective Committee so appointed all such Powers, Authorities, and Discretions as are proper and expedient for the Purposes of this Contract.

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The Members of the Two Committees so appointed, or such of them as think fit, may and shall from Time to Time meet together, confer on, and discuss all Matters touching the carrying of this Contract into effect, and all other Matters in which the Two Companies respectively are from Time to Time interested under this Contract. Article 60.

If and whenever any Difference, which, according to any of the Articles of this Contract, is to be determined by Arbitration, arises between the Two Companies, and if and whenever any other Difference arises between them touching the true Intent or Construction, or the Incidents or Consequences of this Contract, or of any of the Articles thereof, or touching anything whatsoever to be done, omitted, or suffered under this Contract, or any of the Articles thereof, or touching the Mode in which this Contract, or any of the Articles thereof, shall be carried into execution, or touching the Consequences of any Failure by the Two Companies respectively, or either of them, in the Performance or Observance of this Contract, or of any of the Articles thereof, or touching any Claim or Demand made by either of the Two Companies on account of any such Failure by the other of them, or touching the Compensation for any such Failure to be made by the Company so failing to the other Company, or touching the Mode in which the Consequences of any such Failure shall be met, or otherwise howsoever touching the Premises or the Interests of the Two Companies respectively, or either of them, under or with reference to this Contract or any of the Articles thereof, every such Difference shall be referred to and determined by Arbitration according to the Provisions in that Behalf of this Contract. Article 61.

For the Purposes of every such Arbitration, and except only as is by this Contract otherwise provided, the Committee to be appointed by the Great Northern Company for the Purposes of this Contract shall be the Arbitrator to act on behalf of the Great Northern Company, and the Committee to be appointed by the Midland Company for the Purposes of this Contract shall be the Arbitrator to act on behalf of the Midland Company. Article 62.

Provided that each of the Two Committees shall have full Power to act as such Arbitrator, notwithstanding any Change of the Members thereof or any Vacancies in their Number. Article 63.

Except as is by this Contract otherwise provided, every Reference under this Contract to Arbitration shall in the first instance be made to the Two Committees. Article 64.

When any Matter in difference is referred to the Arbitration of the Two Committees, they shall meet thereon, and shall proceed in the Arbitration as they think fit, and the Determination thereon of any Four or more of the Members of the Two Committees shall be deemed the Determination thereon of the Two Committees, and any Four or more of the Members of the Two Committees may exercise all the Authorities conferred by this Contract on the Two Committees. Article 65.

If and whenever the Two Committees do not within Thirty Days after any Matter in difference is referred to them determine on the whole of the Matter, then the Matter shall be referred to the Umpire to be appointed for the Purposes of this Contract. Article 66.

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- Article 67. Provided that in any Case in which the Two Committees do not determine on the whole of the Matter in difference, they may at any Time, notwithstanding such Thirty Days have not elapsed, refer the Matter in difference to the Umpire.
- Article 68. Provided that where the Two Committees determine on any Part of the Matter in difference, their Determination thereon shall be adopted by the Umpire.
- Article 69. Whenever any Matter in difference is referred by the Two Committees to the Umpire, he shall accept the Reference, without Inquiry as to its having been previously referred by the Two Companies to the Two Committees.
- Article 70. Provided that if at the Time when any Matter in difference is to be referred to the Two Committees there are not Two Committees actually appointed, then and in every such Case the Reference shall be made immediately to the Umpire, and a Committee shall for the Purposes of this Article be deemed to be actually appointed if there be at least One Member thereof in Office.
- Article 71. Provided that if and whenever the Two Companies so think fit they may refer any Matter in difference between them immediately to the Umpire, instead of referring it in the first instance to the Two Committees.
- Article 72. Within Thirty Days after the Day of the Date of these Presents, the respective Chairmen of the Board of Directors of the Two Companies shall nominate Three competent and proper Persons for the Office of Umpire, for the Purposes of this Contract, and from Time to Time, when any Person so nominated dies, or declines to be or to act as an Umpire, or becomes incapacitated or unfit to act as an Umpire, or goes to reside beyond Seas, the Two Chairmen shall, within Thirty Days thereafter, nominate another competent and proper Person to supply his Place.
- Article 73. Whenever the Two Chairmen so nominate any Persons or Person for the Office of Umpire, they shall thereupon make a List in duplicate of the Three Persons then nominated for the Office of Umpire, and shall place their respective Names on the List in such Order as the Two Chairmen shall think fit, or, failing Agreement between them, in the alphabetical Order of the Surnames of the Three Persons, and the Two Chairmen shall sign each Copy of the List, and One Copy thereof shall be taken by each Chairman for his respective Company, and shall be kept among their Papers.
- Article 74. Provided that if and whenever the Two Chairmen so agree they may remove the Name of any Person from the List then in force, and supply the Vacancy by the Name of any other competent and proper Person, or may alter the Order in which the Names are placed in the List; and in every such Case a new List shall be made, signed, taken, and kept as required by Article 73.
- Article 75. Every Reference, according to the Provisions of this Contract, to an Umpire, shall be made to the Person whose Name stands First on the List then in force, or, him failing, to the Person whose Name stands Second on the List, or, him failing, to the Person whose Name stands Third on the List, or, him failing, to an Umpire to be named by the Board of Trade.
- Article 76. Provided that if and whenever there is no List of Umpires in force, and if and whenever, from any other Circumstances, a Reference cannot be made to an

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an Umpire named in the List then in force, the Reference to an Umpire shall be made to an Umpire to be named by the Board of Trade.

Provided that if and whenever the Two Companies so think fit they may refer any Matter in difference between them immediately to an Umpire to be named by the Board of Trade, instead of referring it to an Umpire named in the List then in force. Article 77.

If and whenever any Matter in difference is, according to this Contract, to be referred to an Umpire to be named by the Board of Trade, the Two Companies, or either of them, may apply to the Board of Trade to name a Person to be the Umpire. Article 78.

Any Reference to Arbitration may be made under Articles 64. and 70. respectively by either of the Two Companies alone, if, after Seven Days Notice by them to the other Company, that Company fail to join in making the Reference. Article 79.

The Arbitrators and the Umpire respectively shall, in addition to their and his respective other Powers, have full Power to determine and award how and by which of the Two Companies, and when and where, and at whose Expense and to what Extent, and on what Terms and Conditions, Effect shall be given to any of the Articles of this Contract, and to determine and award whether there have been any Breach by the Two Companies respectively, or either of them, of any of the Articles of this Contract, and to determine and award whether any, and, if any, what Compensation, and whether by way of Damages or other Payment, or by Works, or by Traffic Arrangements, or otherwise, shall be made by either of the Two Companies to the other of them in respect of any such Breach. Article 80.

The Award of any Four or more of the Members of the Two Committees respectively, if made in Writing under their Hands, and ready to be delivered to the Two Companies respectively within Thirty Days next after the Matter in difference is referred to the Two Committees as Arbitrators, or, as the Case may be, the Award of the Umpire, if made in Writing under his Hand, and ready to be delivered to the Two Companies within Thirty Days next after the Matter in difference is referred to him, shall be binding on both Companies, and shall be conclusive, so far as it extends, and shall be performed and observed by the Two Companies respectively, and all Things required by the Award to be done, suffered, or omitted shall be done, suffered, or omitted accordingly. Article 81.

The Arbitrators and the Umpire respectively shall have full Power to make from Time to Time, if they and he respectively think fit, several Awards, each on some Part of the Matter in difference, instead of One Award on the whole Matter, and every such Award on Part of the Matter in difference shall be as binding and conclusive, so far as it extends, as if the Part awarded on were the whole Matter referred. Article 82.

In every Reference to the Arbitrators the Two Companies respectively shall be deemed to be present by the Members of their respective Committees respectively present at the Arbitration, but their respective Agents may also attend, if the Two Companies respectively so think fit. Article 83.

The Umpire shall have full Power to proceed *exparte*, or in the Absence of both Parties, after giving to the Two Companies respectively such Notice as he thinks fit of his Intention to proceed. Article 84.

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- Article 85. The Arbitrators and the Umpire respectively shall have full Power to inspect and transcribe the Accounts, Books, Papers, and Writings of the Two Companies respectively relating to the Matter in difference, and to examine on Oath or Affirmation, or on statutory Declaration in lieu of Oath, the Directors, Agents, Servants, and Witnesses of the Two Companies respectively; and the Umpire shall also have full Power to inspect and transcribe the Accounts, Books, Papers, and Writings of the Two Committees respectively relating to the Matter in difference, and all such Accounts, Books, Papers, and Writings shall be produced for such Inspection and Transcription accordingly.
- Article 86. The Umpire shall have full Power, by Writing under his Hand, from Time to Time to extend the Period of Thirty Days within which his Award is to be made, and if it be made and ready to be delivered to the Two Companies respectively within the extended Period, it shall be binding and conclusive as if made within the Thirty Days.
- Article 87. The Costs of the Reference and of the Award respectively shall be in the Discretion of the Arbitrators and the Umpire respectively, but if and so far as they or he do not otherwise award all those Costs shall be borne by the Two Companies in equal Shares.
- Article 88. The Submission to Reference made by this Contract may at any Time be made a Rule of any Court of Law or Equity, on the Application of the Two Companies or either of them, and the Court shall have full Power to remit the Matter to the Arbitrators or the Umpire, with such Directions as the Court think fit.
- Article 89. Neither of the Two Companies will at any Time commence or continue any Proceeding whatsoever at Law or in Equity against the other of them with respect to any Matter whatsoever which could be determined by Arbitration under this Contract, except only any Proceedings for compelling the Reference of the Matter to Arbitration according to this Contract, or for giving Effect to the Reference or to any Award made thereon.
- Article 90. Full Effect shall be given under "The Common Law Procedure Act, 1854," and every or any other Act from Time to Time in force and applicable in that Behalf to the Provisions of this Contract touching Arbitration.
- Article 91. In the meantime and until the Midland Company begin to run their own Trains on the London and Hitchin Line, the Two Companies will arrange and carry out an efficient System of through Communication between the London Terminus and the Leicester and Hitchin Line for all Traffic which, if the Midland Company were then running their own Trains on the London and Hitchin Line, would, according to Article 27., be joint Traffic.
- Article 92. Either Company may at any Time give Seven Years Notice to the other Company to determine this Contract, and on the Expiration of any such Notice, if it expire on the Thirtieth Day of June or the Thirty-first Day of December, or if not then, on whichever of those Days happens next after the Expiration of the Notice, this Contract shall as to all future Operation thereof, except as herein-after provided, absolutely determine; but this Contract shall remain in full Force unless and until it be so determined; provided that the Determination of this Contract shall be subject and without Prejudice to all Accounts for the Purposes thereof being made up and vouched, and all Payments thereunder being duly made to the Time of the Determination, and all other Claims there-
under

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under being duly satisfied or discharged; and notwithstanding the Determination in other respects of this Contract, Articles 57. to 90., both inclusive, shall continue in full Force until all Claims under this Contract are duly satisfied or discharged.

The Two Companies, or either of them, may at any Time or Times apply to Parliament for an Act to carry into effect by express Enactments the several Articles of this Contract, and in every such Case the Two Companies respectively will use their respective utmost reasonable Endeavours to insure the Success of the Application; provided that no such Application shall be made after any Notice to determine this Contract is given, according to Article 92. Article 93.

In witness whereof to one Part of these Presents (remaining with the Midland Railway Company) the Great Northern Railway Company have affixed their Common Seal, and to another Part hereof (remaining with the Great Northern Railway Company) the Midland Railway Company have affixed their Common Seal, the Day and Year first herein-before written.

(L.S.)

(L.S.)

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