



CHAPTER ccvi.

An Act for authorising the construction of a Railway from
Hornsey to Hendon and Harrow, to be called the London
Hendon and Harrow Railway; and for other purposes.

A.D. 1883.

[20th August 1883.]

WHEREAS the construction of the Railways and works herein-
after described would be of public and local advantage:

And whereas the persons herein-after named with others are
willing to carry the undertaking into execution, and it is expedient
that they be incorporated into a Company, and that the requisite
powers be conferred upon them:

And whereas it is expedient that the Company so to be incorpo-
rated (in this Act called "the Company") and the Beaconsfield,
Uxbridge and Harrow Railway Company be empowered to enter
into and carry into effect traffic and other agreements as herein-
after provided:

And whereas plans and sections showing the lines and levels of
the Railways authorised by this Act, and also books of reference
containing the names of the owners and lessees, or reputed owners
and lessees, and of the occupiers of the lands required or which may
be taken for the purposes or under the powers of this Act, were
duly deposited with the clerk of the peace for the county of Middle-
sex, and are herein-after respectively referred to as the deposited
plans, sections and books of reference:

And whereas the purposes of this Act cannot be effected 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 autho-
rity of the same, as follows:—

1. This Act may be cited as the London Hendon and Harrow Short title.
Railway Act 1883.

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Incorporation of Acts.

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

Interpretation.

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

Company incorporated.

4. Admiral Sir George Elliot, K.C.B.; Daniel Bayley, Richard Jonathan Jenkins, Charles Hodgson, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors and assigns respectively, shall be and are hereby united into a Company for the purpose of making and maintaining the Railway, and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "the London Hendon and Harrow Railway Company," and by that name shall be a body corporate with perpetual succession and a common seal, and with power to purchase, take, hold and dispose of lands and other property for the purposes of this Act.

Power to make Railways.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the Railways hereinafter described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The Railways hereinbefore referred to and authorised by this Act will be wholly situate in the county of Middlesex, and are:—

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- (a.) A Railway (No. 1), five miles one furlong and about two chains in length, commencing in the parish of Harrow-on-the-Hill by a junction with Railway No. 2, described in and authorised by the Beaconsfield, Uxbridge and Harrow Railway Act, 1882, at the termination thereof, and terminating in the parish of Hendon at a point on the eastern side of the Brent Reservoir, distant four hundred yards, or thereabouts, measured along the margin of the reservoir in a northerly direction from Coal Oak Bridge over that reservoir;
- (b.) A Railway (No. 2), three miles seven furlongs and nine chains in length, commencing in the parish of Hendon by a junction with Railway No. 1 at the termination thereof before described, and terminating in the parish of Hornsey by a junction with the Edgware and Highgate Branch of the Great Northern Railway, at a point distant six hundred and eighty yards, or thereabouts, measured in a north-westerly direction, from the north-western end of the tunnel under Southwood Lane;
- (c.) A Railway (No. 5), three furlongs and twenty links in length, wholly in the parish of Harrow-on-the-Hill, commencing by a junction with Railway No. 1 in the field numbered five hundred and eighty-six on the twenty-five-inch ordnance map, at a point about fifty-four yards, measured in a south-westerly direction, from the north-east corner of that field, and terminating by a junction with the authorised Harrow and Rickmansworth Railway, seven miles decimal eighty chains, or thereabouts, from the commencement of that railway, as marked and measured on the plans thereof deposited with the clerk of the peace for the county of Middlesex, in the month of November, one thousand eight hundred and seventy-three;
- (d.) A Railway (No. 6), five furlongs nine chains and five links in length, commencing by a junction with Railway No. 1 on the eastern boundary of Church Lane, in the parish of Kingsbury, at a point three hundred and thirty yards, or thereabouts, measured along such boundary from the centre of the four cross roads at Kingsbury Green, and terminating in the parish of Hendon by a junction with Railway No. 9, described in and authorised by the Metropolitan Outer Circle Railway Act, 1882, at a point on the south-west side of the Edgware Road:

Provided always that the Company shall not take a larger quantity of the common or commonable land called Golders Green, in the parish of Hendon, than half an acre. And notwithstanding anything contained in the Lands Clauses Consolidation Act 1845, or

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Capital.

6. The capital of the Company shall be three hundred thousand pounds in thirty thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid.

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

Calls.

8. One-fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

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

Power to divide shares.

10. Subject to the provisions of this Act the Company, with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in their capital into half-shares, of which one shall be called "preferred half-share" and the other shall be called "deferred half-share"; but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up; and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half-share (being the whole amount payable thereon), and the residue to the credit of the preferred half-share.

11. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half-shares in manner following (that is to say): First, in payment of dividend after such rate not exceeding six pounds per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose, on the amount for the time being paid up on the preferred half-share, and the remainder (if any) in payment of dividend on the deferred half-share; and the Company shall not pay any greater amount of dividend on the two half-shares than would have from time to time been payable on the entire share if the same had not been divided.

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Dividends on
half-shares.

12. Each preferred half-share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half-share bearing the same number, but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half-share for that year, no part of the deficiency shall be made good out of the profits of any subsequent year, or out of any other funds of the Company.

Dividends on
preferred
shares to be
paid out of
profits of the
year only.

13. Forthwith after the creation of any half-shares the same shall be registered by the directors, and each half-share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half-shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof; but the directors shall not be bound to issue a certificate of any half-share until the certificate of the existing entire share be delivered to them to be cancelled, unless it be shown to their satisfaction that such certificate is destroyed or lost, and on any certificate being so delivered up the directors shall cancel it.

Half-shares
to be regis-
tered and
certificates
issued.

14. The terms and conditions on which any preferred half-share or deferred half-share created under this Act is issued shall be stated on the certificate of each such half-share.

Terms of
issue to be
stated on
certificates.

15. The provisions of the Companies Clauses Consolidation Act, 1845, and Part I. of the Companies Clauses Act, 1863, with respect to the forfeiture of shares for non-payment of calls, shall apply to all preferred half-shares created under the authority of this Act, and every such preferred half-share shall for that purpose be considered an entire share, distinct from the corresponding deferred half-share; and until any forfeited preferred half-share shall be sold

Forfeiture of
preferred
shares.

A.D. 1883. by the directors, all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred shares not to be cancelled or surrendered.

16. No preferred half-share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half-shares to be half-shares in capital.

17. The several half-shares under this Act shall be half-shares in the capital of the Company, and every two half-shares whether preferred or deferred, or one of each, held by the same person, shall confer such right of voting at meetings of the Company, and (subject to the provisions hereinbefore contained) shall confer and have all such other rights, qualifications, privileges, liabilities, and incidents as attach and are incident to an entire share.

Power to borrow.

18. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred thousand pounds, and of that sum they may borrow not exceeding fifty thousand pounds in respect of each one hundred and fifty thousand pounds of their share capital, but no part of either of such sums of fifty thousand pounds shall be borrowed until shares for the portion of capital of one hundred and fifty thousand pounds, in respect of which it is to be borrowed are issued and accepted, and one-half of such portion of capital is paid up, and the Company 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 shares for the whole of such portion of capital have been issued and accepted and that one-half of such portion of capital has been paid up, and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and the Company have proved to such justice as aforesaid before he so certifies that such shares were issued *bonâ fide* and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same, and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

For appointment of a Receiver.

19. The mortgagees of the undertaking may enforce payment of arrears of interest or principal, or principal and interest, due on

their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver, in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole. A.D. 1883.

20. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863, but, notwithstanding anything therein contained, the interest of all debenture stock, and of all mortgages at any time created, and issued or granted by the Company under this or any subsequent Act, shall, subject to the provisions of any subsequent Act, rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament, or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Debenture stock.

21. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied only for the purposes of this Act to which capital is properly applicable. Application of moneys.

22. The first ordinary meeting of the Company shall be held within eight months after the passing of this Act. First ordinary meeting.

23. The number of directors shall be five, but the Company may from time to time reduce the number provided that the number be not less than three. Number of Directors.

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

25. The quorum of a meeting of directors shall be three, and if the number of directors be reduced to three the quorum shall be two. Quorum.

26. Admiral Sir George Elliot, K.C.B.; Daniel Bayley, Richard Jonathan Jenkins, Charles Hodgson, and one person to be nominated by them, or the majority of them, and consenting to such nomination, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid, or any of them, or may elect a new body of directors or directors to supply the place of those not continued in office, the directors appointed by this Act or nominated as aforesaid being if qualified eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by First Directors.
Election of Directors.

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proxy shall, subject to the power hereinbefore contained for reducing the number of directors, elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation Act, 1845, and the several persons elected at any such meeting, being neither removed nor disqualified nor having died or resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for
Extra-
ordinary
purposes.

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

Period for
compulsory
purchase of
lands.

28. The powers of the Company for the compulsory purchase of land for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to
take ease-
ments, &c.,
by agree-
ment.

29. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands may if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege, not being an easement of water, required for the purposes of this Act, in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rent-charges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

For protec-
tion of
Middlesex
county
bridges and
main roads.

30. The Company shall execute the works by this Act authorised, so far as the same affect any bridges or approaches thereto, or any road which the inhabitants of the county of Middlesex are bound to maintain, to contribute to maintain or to repair, and so far as any such works affect any bridge to be erected in the said county for carrying a highway over the Railway or the approaches thereto, subject to the following conditions, viz. :—

(1.) The Company shall not commence nor execute any such works as aforesaid, unless and until they have first delivered to the surveyor of Middlesex County Bridges plans, drawings and specifications of the works intended to be executed, nor until the same plans, drawings and specifications shall have been examined and approved of by the said surveyor by writing under his hand : Provided always, that if the said surveyor shall fail to approve of the works for one calendar month after the plans, drawings and specifications thereof have been delivered to him, then the Company shall not execute nor commence any such works as aforesaid, unless and until plans, drawings and

specifications thereof shall have been examined and approved of by an engineer to be appointed by the Board of Trade on the application of the Company ;

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(2.) The Company shall execute all such works as aforesaid at their own expense, and under the superintendence and to the reasonable satisfaction of the said surveyor of Middlesex County Bridges, whose charges incident to the approval of the said plans, drawings and specifications, and to the superintendence of the works shall be paid by the Company, and the Company shall, at the like expense, subsequently maintain the same works and all necessary works connected therewith in good substantial condition to the reasonable satisfaction of the said surveyor ;

(3.) Notwithstanding anything in this Act or in the Railways Clauses Consolidation Act, 1845 contained the gradients of the approach roads to and of the roads over the bridges by which the road in the parish of Hendon, No. 133 on the deposited plans, and by which the road in the parishes of Hornsey and Finchley, numbered 4 and 21 on the said plans, are respectively to be carried over the Railway, shall not be steeper than one foot in thirty feet.

31. Whereas the Railway is intended to be made through certain lands in the parish of Hendon, belonging to the Hendon Local Board (hereinafter called "the Board"), and now used by them as a sewage farm, and also through other lands in the parish of Hendon, which the Board are empowered to take and hold for the disposal of the sewage of their district, under and by virtue of a Provisional Order, confirmed by the Local Government Provisional Order Confirmation Act, 1882, and the Railway is also intended to pass under or over, and to interfere with certain public carriage roads and public footpaths in the parish of Hendon, under the jurisdiction of the Board, and also to interfere with certain existing sewers, and other sewers proposed to be laid down by the Board, in accordance with plans already approved by the Board and the Local Government Board, with respect to which lands and premises, and public carriage roads, footpaths and sewers respectively, the following provisions shall have effect (that is to say) :—

For the protection of the
Hendon
Local Board.

(1.) The two footpaths running through the property numbered on the deposited plans respectively 2 and 4, in the parish of Hendon, and crossed by the line of Railway, shall be diverted to the reasonable satisfaction of the surveyor of the Board, and connected by a footbridge over the Railway not less than eight feet in width, such footbridge to be erected and for ever after maintained by and at the expense of the Company, to the reasonable satisfaction of the Board's surveyor ;

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- (2.) The bridge for carrying the public carriage road, numbered 13 on the deposited plans, and known as the Edgware Road, over Railway No. 2, shall be constructed to the satisfaction of the surveyor to the Board, and shall be the full width of the present carriageway, footways and highway between the parapets, and the said carriageway, footways and highway shall not in any manner be diverted, or the present levels of the same in any manner altered or interfered with, and the parapets to the said bridge shall be constructed to the satisfaction in all things of the Board's surveyor ;
- (3.) The Company shall not interfere with any sewers already vested in the Board, or any sewers which are intended to be laid down by the Board in accordance with the plans of the sewage scheme prepared by them, and signed by the engineer of the Company and the surveyor of the Board, or such modification of such plans as the Local Government Board may approve or direct, more than is absolutely necessary for the construction of their Railway ; and in all cases where such sewers or any sewers existing at the time of the construction of the Railway are in any way interfered with, or the levels of the same in any manner altered, the Company will, at their own cost, in all things cause such sewer or sewers to be syphoned in duplicate, and means for cleansing the syphons provided or to be otherwise altered according to the design and to the reasonable satisfaction of the surveyor of the Board : Provided always, that if the Board should elect to execute the said works themselves, they shall be at liberty so to do, and for that purpose shall be at liberty at all times to enter upon the Company's lands and works, and the Company will pay or cause to be paid to the Board all costs, charges and expenses which they may reasonably incur or be put to by reason of their altering or syphoning such sewer or sewers ;
- (4.) Provided further that, notwithstanding anything herein contained, the Board shall be at liberty to deviate from the line of sewers shown on the said plans of their sewage scheme, so far as necessity may require, or as may be directed by the Local Government Board, or as, in the opinion of the Board, may reasonably be deemed necessary, desirable or proper ;
- (5.) The footpath No. 91, running through fields Nos. 90 and 92 on the deposited plans, shall not be diverted, altered, or interfered with in any manner whatever ;
- (6.) The public carriage road, No. 83 on the deposited plans, and called Gutters Hedge Lane, so far as it extends from a point numbered 63 on the deposited plans, to a point two chains and

a half to the south of the centre line of the Railway, shall not be altered or interfered with at all; and the said road, from the last-mentioned point, (two chains and a half to the south of the centre line of the Railway,) may be diverted by the Company at their own expense, and to the reasonable satisfaction of the surveyor of the Board and the engineer of the Company, and at the point in such road where the Railway shall cross the same the road shall be carried over the Railway by a bridge, and such bridge, with the approaches thereto, shall be of a width of at least forty feet between the parapets or fences, and shall be constructed and made to the reasonable satisfaction of the surveyor to the Board;

(7.) The public carriage road, numbered 111 on the deposited plans, and called or known as "Shirehall Lane," or the levels thereof, shall not in any manner be altered or interfered with, but the bridge for carrying the Railway over such road shall be constructed so as to leave thereunder a clear span of not less than thirty-five feet, and a clear headway above the surface of the road not less than fifteen feet for the full span of thirty-five feet;

(8.) For the convenience of the Board the Company shall divert the centre line of their Railway, as shown on the deposited plans, from a point measuring five furlongs three chains, from the commencement of Railway No. 2, up to and including the whole of the field No. 116 on the deposited plans, and will construct between the aforesaid points a double line of rails only, without sidings or works other than those which may be necessary for the construction of the said double line of rails; and the Company will take no more land than shall be necessary for the construction of the said double line of rails; and the Company will construct such portion of the Railway as lies between the said point five furlongs three chains, from the commencement of Railway No. 2, and the road marked No. 111 on the deposited plans, as close to the north-eastern limit of deviation shown on those plans as possible, and the Company will construct the Railway through and across the fields, Nos. 112 and 116 on the deposited plans, on a viaduct, so that the north-eastern foot of the viaduct shall come up to and abut upon the extreme north-eastern limit of deviation as shown on the deposited plans, and the Company shall acquire no more rights over the land in fields Nos. 112 and 116 on the deposited plans than shall suffice for the construction and permanent maintenance of the viaduct, and such last-mentioned lands shall, subject to the construction and maintenance of the

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- viaduct, be left to the Board for the purpose of their sewage disposal, if so required by them ;
- (9.) The three footpaths, running through the properties numbered on the deposited plans respectively 114, 116 and 118, shall be maintained in their present line and direction, and shall be carried under and through the said viaduct ;
- (10.) The bridge for carrying the public carriage road, numbered 127 on the deposited plans, and known as Golders Green Road, over the Railway shall be constructed to the reasonable satisfaction of the surveyor to the Board, and of the full width of the present carriageway, footways and highways between the parapets, and the road shall not in any manner be diverted, or the present levels of the same altered or interfered with, and the parapets of the bridge shall be constructed to the satisfaction of the Board's surveyor ;
- (11.) The public carriage road, numbered 130 on the deposited plans, and known as Hoop Lane, shall not be stopped up, and in the event of its being necessary to interfere with the same for the purposes of the Railway, it shall only be diverted without any alterations in its levels or gradients to the reasonable satisfaction of the surveyor to the Board ;
- (12.) The bridge for carrying the public carriage road, numbered 133 on the deposited plans, and known as "the Finchley Road," over the Railway shall be of the full width of the present road, footways and highways between the parapets and such parapets shall be constructed according to plans and elevations to be previously submitted to and approved by the surveyor of the Board. The gradients of the said road, bridge and approaches shall not be less than one foot in thirty-five feet ;
- (13.) The public footpath, running through the properties numbered on the deposited plans respectively 139, 141 and 142, and known as Wild Hatch Lane, shall be carried over the Railway by means of a brick or iron footbridge of not less width than eight feet, with proper approaches thereto by means of steps ;
- (14.) The public road or footpath, running through the property numbered 5 on the deposited plans, shall be carried under the Railway by means of a subway not less than ten feet in width and eight feet in height :
- (15.) Notwithstanding anything on the deposited plans and sections, the road No. 29 on such plans, or the levels or gradients thereof, shall in no manner be interfered with or altered ; but in the event of any bridge being erected or con-

structed for carrying the Railway over the road, such bridge shall be constructed with a span of the clear width of the carriageway, footway or highway, with a clear headway of not less than eighteen feet ;

(16.) All bridges to be erected over any of the public carriageways, footways and footpaths, or highways, shall be constructed of the best materials, and the foundations of the piers of the bridges and viaduct shall be built so as not to be injurious to the sewers of the Board, and the bridges shall be so constructed that water shall not run or come through any of them upon the said roads or highways respectively, and all bridges and works aforesaid shall be so constructed as to deaden, so far as is practicable, the sound of engines, carriages and traffic passing over them ;

(17.) The Company shall, to the reasonable satisfaction of the surveyor to the Board under whose control the same may be, restore all sewers, drains, water pipes, hydrants, gas pipes and gullies in the roads, highways and public places, which shall be broken up, destroyed or damaged in the execution of the works by this Act authorised, or provide instead thereof other proper and sufficient sewers, drains, pipes, hydrants and gullies ;

(18.) The Company shall not, during the progress of the works, shut up or in any way impede the public traffic along more than one-half the width of any of the said roads ;

The Company shall be liable to pay and shall pay to the Board any damages, penalties, costs, charges or expenses which the Board may become legally liable to pay, or shall have so paid in respect of any injury, loss or damages consequent upon or arising from the execution by the Company of any works under the authority of this Act (whether such injury or loss occurs either during or after the construction, or in the maintenance, alteration or repairing of such works or in or by the enjoyment or user thereof), and all monies so paid by the Board on account of any such damages, penalties, costs, charges or expenses shall be repaid to the Board by the Company on demand, and, in default thereof, may be recovered by the Board from the Company in like manner as a debt is ordinarily recoverable at law ;

(19.) Where any of the works to be done under or by virtue of this Act shall or may pass over or under, or by the side of, or so as to interfere with any sewer, drain, water pipe, watercourse, gas pipe, hydrant, defence or work under the jurisdiction or control of the Board, or shall or may in any way prejudicially affect the sewerage or drainage of the district under their

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control, or the outfalls of their drainage, the Company shall not commence such works until they shall have given to the Local Board fourteen days' previous notice in writing of their intention to commence the same, by leaving such notice at the offices of the Board for the time being, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto; and until the Board shall have signified their approval of the same, unless the Board do not signify their approval or disapproval within fourteen days after delivery or service of the plan, section and particulars as aforesaid, and the Company shall comply with and conform to all reasonable directions and regulations of the Board in the execution of the said works, and shall provide by new, altered or substituted works for the proper protection of and for preventing injury or impediment to the sewers, drains, water-courses, outfalls and works hereinbefore referred to by or by reason of the said works or any part thereof, and shall save harmless and keep indemnified the Board against all and every the expenses to be occasioned thereby, and all such works shall be done under the superintendence and to the reasonable satisfaction of the engineer or surveyor for the time being to the Board, at the costs, charges and expenses in all respects of the Company, and all costs, charges and expenses which the Board may be put to by reason of the works of the Company, whether in execution of the works or superintendence thereof, or otherwise, shall be paid to the Board by the Company on demand, and when any new altered or substituted works as aforesaid, or any works connected therewith, shall be completed by or at the costs, charges or expenses of the Company under the provisions of this section, the same shall thereafter be as fully and completely under the jurisdiction and control of the Board as any sewers or works now are or hereafter may be, and except only as is by this Act expressly provided, nothing in this Act shall extend to prejudice, diminish, alter or take away any of the rights, powers or authorities vested or to be vested in the Board or their successors, but all such rights, powers or authorities shall be as valid and effectual as if this Act had not been passed;

(20.) The Company shall construct all bridges, approaches and roads within the district of the Board, to the reasonable satisfaction in all respects of the county surveyor, as well as the surveyor to the Local Board;

(21.) If, by the certificate of the surveyor of the Board, it appears that any of the public highways repairable by the

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inhabitants have been injured, or any extra expense has been incurred by the Board for the repair of such highways, by reason of the extraordinary traffic in the making or construction of the Railway, then the Company will pay on demand such charges, costs and expenses as may be certified by such surveyor, and in case of default in payment thereof, the same may be recovered by the Board in a summary manner before the justices in Petty Sessions assembled, together with all costs, charges and expenses of and incidental to the same ;

(22.) Nothing in this Act contained shall in any manner alter, affect or prejudice the rights of the Board to any compensation for any lands or premises, rights or privileges which the Company may acquire or seek to acquire under and by virtue hereof ;

(23.) In case of any difference or dispute arising between the surveyor to the Board and the engineer of the Company, touching or concerning the true intent and meaning of these provisions, or the construction or carrying into effect of any of the works, matters or things agreed to be done or performed by the Company under this section, the same shall be referred to and settled by an engineer or other fit person, to be nominated as referee by the Board of Trade on the application of either party, and the expenses of the referee shall be borne and paid as the said referee may direct.

32. With respect to the public carriage roads and public foot-paths under the jurisdiction of the Hendon Union Rural Sanitary Authority the following provisions shall have effect, that is to say :—

Provision
respecting
roads, &c.,
in Hendon
Union.

(A) Notwithstanding anything on the deposited sections, the road numbered 8 on the deposited plans, in the parish of Kingsbury, shall not be lowered. The bridge for carrying the Railway over that road shall be so constructed as to leave thereunder a clear headway of not less than sixteen feet for the full span of thirty feet ;

(B) The Company shall construct a bridge for carrying the Railway over the roads numbered 29 and 33 on the deposited plans in the parish of Kingsbury, or whichever of them shall be so crossed by the Railway, such bridge having a span of twenty-five feet ;

(c) The Company shall convert the road numbered 7 on the deposited plans, in the parish of Harrow-on-the-Hill, into a good metalled road, with an inclination not steeper than one

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in thirty throughout the distance between the limits of deviation ;

- (D) Notwithstanding anything on the deposited sections, the bridge over the road numbered 44, in the parish of Harrow-on-the-Hill, shall be so constructed as to leave thereunder a clear span of not less than thirty feet, and a clear headway thereunder above the surface of the road of not less than sixteen feet for the full span thereof ;
- (E) Notwithstanding anything on the deposited sections the bridge over the road numbered 68, in the parish of Harrow-on-the-Hill, shall be so constructed as to leave thereunder a clear span of not less than thirty feet and a clear headway thereunder above the surface of the road not less than sixteen feet for the full span thereof ;
- (F) Save in so far as the same are varied or modified by this section the provisions of the Railways Clauses Consolidation Act, 1845, with respect to the crossing of roads or other interference therewith shall apply in the case of every road and footpath mentioned in this section.

Bridge for carrying footpath in Finchley over Railway.

33. The Company shall, previously to the opening of Railway No. 2 for public traffic, construct and for ever after maintain, at their own expense, a footbridge at the point of intersection of the public footpath leading from Manor Road, East Finchley, to Hampstead for carrying the footpath over the Railway ; such footbridge to be of sufficient strength and not less than six feet six inches wide, with convenient steps at each end of the bridge, and to be constructed and maintained to the reasonable satisfaction of the surveyor of the Finchley Local Board.

For the protection of the Hornsey Local Board. Sewer to be constructed in the Archway Road.

34. In carrying the Railway through the district of the Hornsey Local Board the following provisions shall have effect :—

- (1.) A new twelve-inch pipe sewer to be provided from the existing manhole at the north-west corner of the Wellington Tavern, in the Archway Road, to the Hornsey parish boundary, in accordance with plans proposed by the Hornsey Local Board (hereinafter called "the Board"), with such manholes, ventilators and other conveniences as may be reasonably required by the Board, the works to be carried out by the Board at the expense of the Company ;
- (2.) The Archway Road not to be raised at any point more than three feet above the existing level of the roadway, and the gradients of the road, when altered by the Company, not to exceed at any point one in thirty, and the road and footpaths to be made up in accordance with the requirements and regula-

As to gradients of Archway Road.

tions of the Board, with such retaining walls and parapets as may be required for the protection of such footpaths and roadway, and such retaining walls and parapets shall at all times hereafter be maintained by and at the expense of the Company.

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35. The Company shall not, unless with the consent in writing of the Beaconsfield Uxbridge and Harrow Railway Company take use enter upon or interfere with the railway or works, or with any land or property of that company, except only such part or parts thereof and so far as may be necessary for effecting and maintaining the junction by this Act authorised with the railway of that company; and with respect to any such land or property which the Company may so take use or enter upon, the Beaconsfield Uxbridge and Harrow Railway Company shall only be required to sell and grant and the Company may purchase and take an easement or right of using the same and the Beaconsfield Uxbridge and Harrow Railway Company may at any time or times after such junction has been made should it be necessary for them to do so at their own expense alter or remove such junction and substitute a new junction therefor, but so that such alteration or removal or substituted junction shall not stop the traffic of the Railway or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction, or the substituted junction as the case may be or the signals works and conveniences connected therewith.

For pro-
tection of
Beaconsfield,
Uxbridge
and Harrow
Railway.

36. The Company, in constructing Railways Nos. 1 and 5 under the powers of this Act, shall be bound by and comply with the following restrictions and provisions:—

For the pro-
tection of the
Metropolitan
Railway
Company.

(1.) (a.) The junction or any other communication between Railway No. 5 and the Rickmansworth Extension of the Metropolitan Railway Company shall be effected in a substantial manner by means of connection rails and points of such construction and laid in such a manner as the engineer for the time being of the Metropolitan Railway Company may from time to time approve and require, and shall be executed to his satisfaction in all respects;

(b.) In constructing that portion of Railway No. 1 which will pass under the Harrow and Rickmansworth Railway, in the parish of Harrow-on-the-Hill, the Company shall construct such bridges and other works in connection therewith as may be necessary for the purpose of carrying four lines of rails of the Harrow and Rickmansworth Railway, or for well and efficiently supporting and

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strengthening the said bridges Railways and all other works necessary or incident to the construction thereof, according to plans, sections and specifications to be approved as hereinafter provided :

- (2.) The junction and works shall be made only according to such plans, elevations, sections, specifications and dimensions as shall be submitted by the Company to the engineer of the Metropolitan Railway Company, and approved by him in writing under his hand, before any of those works are begun, or in case of refusal or neglect to approve the same within one month after the submission of such plans as shall be settled and determined by an engineer to be appointed by the Board of Trade ;
- (3.) The Company shall not, without, in every case, the previous consent of the Metropolitan Railway Company in writing, under their common seal, take, use, enter upon or interfere with any of the lands, railways or works from time to time belonging to or in the possession or under the power of that company, except only such parts of their lands as it shall be absolutely necessary for the Company to take, use, enter upon or interfere with for the purpose of making and maintaining the junction and other communications aforesaid ;
- (4.) The Company shall not in any manner, in the execution of any of their works, obstruct or interfere with the free, uninterrupted and safe user of the Metropolitan Railway, or any traffic thereon ;
- (5.) The Company shall bear and on demand pay to the Metropolitan Railway Company the expense of the employment by that company, during the execution of the works affecting that company, of a sufficient number of inspectors and watchmen to be appointed by that company for watching their railway and works, with reference to and during the execution of such intended works, and for preventing, as far as may be, all interference, obstruction, danger and accident from any of the operations, or from the acts or defaults of the Company or their contractors, or any person or persons in the employ of the Company or of their contractors with reference thereto or otherwise ;
- (6.) If by reason of the execution of any of the works, or any proceedings of the Company, or the failure of any such works, or any act or omission of the Company, or of their contractors or otherwise, the Metropolitan Railway or any of the works connected therewith shall be injured or damaged, such injury or

damage shall be forthwith made good by the Company at their own expense, or, in the event of their failing so to do, then the Metropolitan Railway Company may make good the same, and recover the expense thereof, with full costs against the Company, in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic of the Metropolitan Railway Company by reason of any of the matters or causes aforesaid, the Company shall pay to that company all costs and expenses to which that company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses and compensation to be recoverable, with full costs by that company, from the Company in any court of competent jurisdiction;

(7.) With reference to any lands, Railways or works of the Metropolitan Railway Company, which the Company is by this Act authorised to take, use, enter upon or interfere with, the Company shall not purchase or take the same; but the Company may purchase and take, and the Metropolitan Railway Company may and shall sell and grant accordingly, an easement or right of taking and using the same for the purposes for which, but for this enactment, the Company might purchase and take the same;

(8.) Nothing in this Act contained shall extend to, diminish, prejudice, alter or take away any of the rights, privileges or powers of the Metropolitan Railway Company otherwise than is herein expressly provided;

(9.) Any difference which may arise between the two Companies under this enactment, or with reference thereto, shall be, from time to time, settled by arbitration in the manner provided by the Railway Companies Arbitration Act, 1859, for the settlement of disputes by arbitration;

(10.) The Metropolitan Railway Company, at the junction or junctions of their Railway with Railway No. 5, may, from time to time, erect, maintain and alter such signals and other works and conveniences, and appoint and remove such watchmen, pointsmen, and other servants as the Metropolitan Railway Company may deem necessary for the prevention of damage to, or detention of, or interference with the traffic at or near the junction or junctions of Railway No. 5 hereby authorised, with their railway; and the working and management of such signals, works and conveniences, and the control and direction of such watchmen, pointsmen and other servants shall belong exclusively to the Metropolitan Railway Company, and all the costs and expenses during each half-year of erecting,

Signals, &c.,
at points of
junction to
be erected
and main-
tained by the
Metropolitan
Railway
Company.

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maintaining and altering such signals, works and conveniences, and of employing and paying such watchmen, pointsmen and other servants shall, at the expiration of each half-year, be repaid to the Metropolitan Railway Company on demand, and in default, the amount of such costs and expenses may be recovered by the Metropolitan Railway Company from the Company in any court of competent jurisdiction.

For protection of the London and North Western Railway Company.

37. In constructing so much of Railway No. 1 as shall be under the railways or upon the lands of the London and North Western Railway Company (in this section called "the North Western Company") the following provisions shall apply and have effect, that is to say:—

- (1.) The Company shall construct the said portion of Railway No. 1 with two lines of rails only, and in such line within the limits of deviation as shall be approved by Francis Stevenson, or other the principal Engineer for the time being of the North Western Company (in this section called the said principal Engineer), and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company, and so as in no way to obstruct, impede or interfere with the free and uninterrupted and safe use of the said railways of the North Western Company, or with the traffic thereon, and if any such obstruction or interference shall be caused or take place the Company shall forfeit and pay to the North Western Company in respect thereof the sum of one hundred pounds, as ascertained damages for every hour or part of an hour during which such obstruction or interference shall continue;
- (2.) The Company shall, where the said Railway No. 1 is intended to cross the railway of the North Western Company construct a wrought-iron girder bridge with wrought-iron flooring, such bridge to be not less than seventy-five feet in width between the parapets, measured on the square, and the upper surface of such flooring and girders to be at an uniform level of two feet at least below the level of the existing rails at the point of crossing;
- (3.) The said girder bridge shall be constructed in such manner and of such strength as to be convenient, and sufficient for the construction and laying down thereover by the North Western Company of such lines of rail, sidings and other works as they may deem expedient;
- (4.) The Company shall construct the said portion of Railway No. 1, and all the works, both temporary and permanent,

necessary and incident to the construction thereof, or affecting the property and works of the North Western Company, in accordance with the provisions of this section and according to plans, sections and specifications, and of such quality and strength of materials, and in every other respect as shall be previously submitted to and approved in writing by the said principal Engineer, and the Company shall not commence the construction of the said portion of Railway, or enter upon or interfere with any land, works or property belonging to or used by the North Western Company, until such plans, sections and specifications have been so submitted and approved: Provided always, that if the said principal Engineer shall, for the period of one month, neglect or refuse to approve such plans, sections or specifications, or shall disapprove the same, then the said portion of Railway and the said works shall be constructed according to plans, sections and specifications to be submitted to and approved (subject, however, to the special provisions of this section) by an engineer to be agreed upon, or in default of agreement, to be appointed at the request of either the Company, or the North Western Company, by the President for the time being of the Institution of Civil Engineers ;

(5.) The said portion of Railway, and all works necessary or incident to the construction thereof, or affecting the property or works of the North Western Company, shall be executed by and in all things at the expense of the Company, and under the superintendence and to the satisfaction of the said principal Engineer, and the Company shall execute and complete any works and portions of the works which the said Engineer shall deem necessary and expedient before they commence any other portion ;

(6.) The said portion of Railway and other works shall, after commencement thereof, be proceeded with with all practicable dispatch ; and if, in the opinion of the said principal Engineer, or, in case of difference, in the opinion of an engineer to be appointed as aforesaid, the Company shall not be proceeding in the construction and execution of the said portion of the said Railway and other works with all dispatch as aforesaid, it shall be lawful for the North Western Company, without let or hindrance from the Company, their contractors or servants, to enter upon the land and property acquired or occupied by the Company, and to do all acts and things, and to take possession of and use all materials or plant necessary for the

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execution and completion of the said portion of Railway and the said works, or so much thereof as the said principal Engineer may consider desirable or expedient for the safety of their railway, property and works, or for preventing or removing any obstruction or interference with the safe and convenient user or occupation thereof, in as free and commodious a manner as they might have used or occupied the same if the said portion of Railway and the said works had not been commenced or constructed, and the Company shall, on demand, repay to the North Western Company all payments, costs, damages and expenses which they may incur, become liable or be put to, in or about the matters aforesaid ;

- (7.) The Company shall not (except with the previous consent of the North Western Company, under their common seal) purchase or acquire any lands or property of the North Western Company, but the Company may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using so much of the lands of the latter Company as may be necessary for the construction of the said portion of Railway No. 1, in accordance with the provisions of this section ;
- (8.) During the construction of the said portion of Railway under, across and adjoining and near to or affecting the railways, property and works of the North Western Company, the Company shall bear and on demand pay to that company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their railways and the works thereof, with reference to and during the execution of the intended works, and for preventing as far as may be all interference, obstruction, danger and accident which may arise from any of the operations, or from the acts or defaults of the Company or their contractors, or any person or persons in the employment of the Company or their contractors, with reference thereto or otherwise ;
- (9.) The Company shall at all times maintain the said portion of Railway and all the works connected therewith and incident thereto, by which the said Railway shall be carried under, across and adjoining the railways, works and lands of the North Western Company in substantial repair and good order, to the reasonable satisfaction in all respects of the said principal Engineer, and if and whenever the Company fail so to do, the North Western Company may make and do in and upon

as well the lands of the Company as their own lands, all such works, repairs and things as they may reasonably think requisite in that behalf, and the sum from time to time certified by the said principal Engineer to be the reasonable amount of such expenditure, shall be repaid to the North Western Company by the Company, and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction ;

- (10.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs, losses, damages and expenses, which may be occasioned to that company, or to any of their railways, works or property, or to the traffic thereon, or otherwise by reason of the execution or failure of the Company's Railways and the works in connection therewith, or of any act or omission of the Company, or of any of the persons in their employ, or of their contractors or others and the Company will effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission ;
- (11.) The Company and the North Western Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed ;
- (12.) Nothing in this Act contained shall extend to prejudice, alter or take away any of the rights, privileges or powers of the North Western Company, otherwise than is herein expressly provided.

38. In constructing and maintaining the works authorised by this Act, where they will pass under the main line of the Midland Railway and the authorised railway of that Company, and called the Hendon crossing, the Company shall be subject to the following conditions, viz.:—

For protection of the
Midland
Railway
Company.

- (1.) All works crossing or affecting the said railways shall be executed at the expense of the Company, under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Railway Company, and according to plans and specifications to be previously submitted to such engineer and reasonably approved by him in writing : Provided that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within one month after the

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same shall have been submitted to him, he shall be deemed to have approved thereof;

- (2.) The bridge carrying the Railway under the main line and Hendon crossing of the Midland Railway shall be constructed of a clear width between the parapets of one hundred and fifty feet;
- (3.) The works shall be constructed and maintained so that the traffic upon the said railway shall not be in anywise impeded or interfered with, and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the engineer of the Midland Railway Company, and in all things at the expense of the Company;
- (4.) If by reason of the construction or maintenance of the works, or any of them, or the failure of any of the works, or of the maintenance thereof, or otherwise, the said railways or the works connected therewith shall be injured, or the traffic thereon impeded, the Company shall compensate the Midland Railway Company for all costs to which that Company may be put in repairing the said damage, and shall also pay, by way of liquidated damages to the Midland Railway Company, ten pounds for every hour during which such traffic shall be impeded;
- (5.) The Company shall also indemnify the Midland Railway Company for any damage which may be recovered against them by reason of the interruption of the traffic on the said railway, or by reason of any accident on the said railway, which interruption or accident shall have been occasioned by the acts or defaults of the Company, or any of their contractors, or their respective servants or workmen;
- (6.) The Company shall not acquire any estate or interest in any lands and property of the Midland Railway Company, other than an easement or right of constructing and maintaining therein the works by this Act authorised;
- (7.) The amounts to be paid for the acquisition of such easement shall, in case of dispute, be settled in the manner provided by the Lands Clauses Consolidation Act 1845, with respect to the purchase of lands otherwise than by agreement.

For protection of the Regent's Canal, City and Docks Railway Company.

39. Whereas the Railways Nos. 1 and 2 by this Act authorised are intended to be carried over certain lands situate in the parish of Hendon, in the county of Middlesex, numbered 7, 8, 9, 10, 11, 76, 76A and 77 on the deposited plans in the said parish of Hendon, such lands in part forming the reservoir (hereinafter called "the

Brent Reservoir") for the Regent's Canal, belonging to the Regent's Canal City and Docks Railway Company (hereinafter called "the Regent's Canal Company"), and such lands in other parts forming the Silk Stream Arm (hereinafter called "the Silk Stream") of the Brent Reservoir, and it is expedient to make provisions in respect thereof therefore:—

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- (1.) Except only as is by this Act expressly provided nothing in this Act contained shall take away, lessen, prejudice, alter or affect any of the estates, rights, interests, powers and privileges vested in the Regent's Canal Company, and the Company shall not without (or otherwise than in accordance with) the previous consent of the Regent's Canal Company in writing, under their common seal, alter the levels or beds of the Brent Reservoir and the Silk Stream, or the watercourses or the banks or boundaries thereof, or obstruct the means of access thereto respectively, or divert, intercept, cut off, take, use or lessen any of the waters flowing in or by means of the River Brent or the Silk Stream, or the watercourses thereof respectively, or which the Regent's Canal Company are authorised to take for the supply to or for the use of the Brent Reservoir, the River Brent, the Silk Stream, the Regent's Canal and the Long Level of the Grand Junction Canal, or damage, injure or interfere with any of the works of the Brent Reservoir, the River Brent or the Silk Stream, or the watercourses thereof respectively, or take or use (except for the limited purposes hereinafter mentioned) any part of the Brent Reservoir, or any part of the River Brent or the Silk Stream, or any part of the watercourses thereof respectively, or of the beds, banks or works connected with the Brent Reservoir, River Brent or Silk Stream, or any or either of them, or any land now belonging to the Regent's Canal Company, or in which they may be interested; and the Company shall not, without such consent as aforesaid, make any deviation from the levels of the Railways as delineated on the deposited plans and sections thereof, so as to make the soffit or underside of the arches or girders of the viaduct hereinafter referred to less than six feet clear above the level of the water of the Brent Reservoir, as shown on the deposited sections; and nothing herein contained shall compel the Regent's Canal Company to convey or assign to the Company the fee simple or other interest in the land now belonging to them, or in which they may be interested, over which the Railways and the works connected therewith are intended to pass, but the same shall remain vested in the Regent's Canal Company, subject, nevertheless, to the right of the Company

As to lands
of Regent's
Canal
Company.

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Viaduct over
the Brent
Reservoir
and Silk
Stream, &c.

Company to
construct and
keep in repair
the viaduct
and works.

and their successors for ever hereafter to construct, maintain and use the Railways and works hereby authorised ;

(2.) For the purpose of carrying Railways Nos. 1 and 2 over the Brent Reservoir and Silk Stream, the Company shall construct and maintain a viaduct not exceeding thirty-five feet in width, of brick, stone, concrete, or iron, or any of those materials combined, over the Brent Reservoir and Silk Stream, on land of the Regent's Canal Company, in the parish of Hendon, through which the Railways shall pass, and the span of the arches of the viaduct shall not be less than twenty-five feet measured from the face of each abutment, and each and every abutment erected on land of the Regent's Canal Company, or adjoining thereto, shall be carried down to a depth of not less than eleven feet below the surface of the land, and the Company shall restore any road belonging to the Canal Company which may be interfered with by the Company ;

(3.) The viaduct and all the works connected therewith shall be made and for ever maintained by the Company in good substantial and watertight condition and repair, and so far as relates to all precautions for the safety and preservation of the Brent Reservoir, the River Brent, the Silk Stream and watercourses, the water passing by means thereof respectively, and the works connected therewith, and for preserving a free and uninterrupted access to the Brent Reservoir and Silk Stream, the viaduct and all the works connected therewith respectively, and all repairs thereof shall be made and done in accordance with plans and specifications, to be in every case before the commencement of the works or repairs submitted to and approved by the Regent's Canal Company's engineer, and if not so approved by him within twenty-eight days after the same have been submitted to him, then according to plans and specifications to be submitted to and approved by an engineer to be appointed by the Board of Trade on the application of either party, and the same works and repairs shall be commenced, carried on and completed under the superintendence and to the reasonable satisfaction of the Regent's Canal Company's engineer ; and if and whenever, during the progress of any of the works or repairs, any damage or injury is occasioned to the Brent Reservoir or the River Brent, or the Silk Stream or watercourses, or the works thereof respectively, the Company shall, under the superintendence and to the reasonable satisfaction of the Regent's Canal Company's engineer, restore the same to the same state and condition as before the happening of the damage or injury ; and if and

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whenever, during or after the making or repairing of the viaduct or any of the works connected therewith, by reason of the same or of the making or repairing of the same, or by reason of any defect in the making or repairing of the same, or by reason of any failure or want of repair of the same, or otherwise, any loss of water or any obstruction of the present means of access to the Brent Reservoir, or the River Brent, or the Silk Stream, or to the flow of water therein, or in any or either of them occurs, and notice in writing thereof is given by or on behalf of the Regent's Canal Company to the Company or their secretary, or other principal officer, and the Company do not, within fourteen days after the notice, or forthwith, if the nature of the case so requires, well, sufficiently and effectually prevent the loss of water or remove the obstruction, or make or do, for the purpose, under the superintendence and to the reasonable satisfaction of the Regent's Canal Company's engineer, all proper and sufficient works, repairs and things, and complete the same with all reasonable expedition, the Regent's Canal Company, from time to time, may, under his superintendence and to his satisfaction, make or do the same, and prevent the loss of water or remove the obstruction, and the Company shall, from time to time, pay to the Regent's Canal Company all the costs and expenses incurred by them in that behalf, and to their engineer his charges for his services and supervision in connection with and incidental to the works aforesaid;

- (4.) So much of the viaduct as will carry the said Railways over the Brent Reservoir and the Silk Stream and all the works connected therewith respectively, shall be completed within eighteen months after the day on which the same or any of them respectively are commenced, and if the same, or any of them, are not completed within that period, then and in every or any or either of the said cases the Company shall forfeit and pay to the Regent's Canal Company as and for liquidated damages forty shillings for every day after the expiration of that period until the whole of the work is completed; and if and whenever during or after the making or repairing of any of the works by this Act authorised, or by reason of the same, or of the making or repairing of the same, or by reason of any defect in the making or repairing of the same, or by reason of any failure or want of repair of the same, or by reason of any act, neglect or omission of the Company, or of their agents, servants or workmen, any water in the Brent Reservoir, the River Brent, or the Silk Stream

Viaduct and other works to be completed within eighteen months.

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or watercourses leaks, escapes or runs to waste from the Brent Reservoir, the River Brent, the Silk Stream or watercourses, the Company shall pay to the Regent's Canal Company ten pounds as and for liquidated damages for every reasonably estimated nine thousand cubic feet of water which so leaks, escapes or runs to waste, and in the same proportion for any other quantity; and if and whenever by reason of any of those circumstances or causes the free passage and running of water along or by means of the Brent Reservoir, the River Brent, the Silk Stream or watercourses, shall be in any way obstructed or interfered with, or if the access to the Brent Reservoir or Silk Stream is so obstructed as to prevent the Regent's Canal Company, or any of their servants or workmen from passing to and from and along the banks thereof respectively, the Company shall pay to the Regent's Canal Company twenty shillings as and for liquidated damages for every hour during which the obstruction continues, after notice thereof is given by or for the Regent's Canal Company to the Company or their secretary or other principal officer; and if and whenever any such obstruction continues for more than forty-eight consecutive hours after the notice, or is caused by any wilful act, neglect or omission on the part of the Company, or any of their agents, servants or workmen, the Company shall pay to the Regent's Canal Company forty shillings as and for liquidated damages for every hour during which the obstruction continues;

Regent's
Canal
Company
not to be
precluded
from recover-
ing special
damages.

(5.) Nothing herein contained shall prevent the Regent's Canal Company from recovering from the Company, in addition to the liquidated damages, the amount of any special damage sustained by them, or that they may be liable to pay for or on account of, or by reason of the acts, neglects, or defaults of the Company, or by reason of the leakage, escaping or running to waste of any water from the Brent Reservoir, the River Brent, the Silk Stream, or watercourses, if the same shall be caused or happen by reason of any of those circumstances or causes, or of the making or maintaining of the said Railways, or of any of the hereinbefore mentioned works respectively, and the Regent's Canal Company may sue for and recover the special damage in any court of competent jurisdiction.

For protec-
tion of
Metropolitan
Outer Circle

40. In constructing and maintaining Railways Nos. 1 and 6, under the powers of this Act, where the same will pass under and join the authorised railway of the Metropolitan Outer Circle Rail-

way Company (hereinafter called respectively "the Outer Circle Railway" and "the Outer Circle Company"), the Company shall be bound by and comply with the following provisions:—

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 Railway
Company.

- (1.) In constructing that portion of Railway No. 1 which will pass under the Outer Circle Railway the Company shall, when required by the Outer Circle Company, construct a bridge over Railway No. 1, the flooring and girders of which shall be of wrought-iron of sufficient strength and dimensions to admit of two lines of rails of the Outer Circle Railway being carried over the same, but no alteration in the levels of that railway as shown on the deposited sections thereof shall be made without the consent of the Company;
- (2.) The junction of Railway No. 6 with the Outer Circle Railway shall be effected at such point within the limits of deviation and in such manner as shall be reasonably approved by the principal engineer of the Outer Circle Company;
- (3.) The said bridge, junction and works shall be constructed according to plans sections and specifications, and of such materials and in such manner as shall be previously submitted to and approved in writing by the principal engineer of the Outer Circle Company before such works are commenced but in case he shall neglect or refuse to approve such plans sections and specifications or shall disapprove the same within one month after the same are submitted to him, then such plans sections and specifications shall be settled and determined by an engineer to be agreed upon, or in default of agreement to be appointed on the request of either Company by the President of the Institution of Civil Engineers;
- (4.) The said bridge and junction and all works necessary or incident thereto affecting the railway or works of the Outer Circle Company shall be executed by and at the expense of the Company under the superintendence and to the reasonable satisfaction of the principal engineer of the Outer Circle Company, and after any such works have been commenced the same shall be proceeded with and completed with all reasonable expedition;
- (5.) With respect to any land of the Outer Circle Company which the Company is by this Act authorised to take, use, enter upon or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the Outer Circle Company may and shall sell and grant accordingly, an easement or right of using the same in

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—

perpetuity for the purposes for which but for this enactment the Company might purchase and take the same, and the compensation to be paid for the easement shall, in case of difference, be ascertained in manner provided by the provisions of the Lands Clauses Consolidation Act 1845, with respect to the purchase and taking of lands otherwise than by agreement;

(6.) The Outer Circle Company may from time to time, either on their own lands or on the lands of the Company, erect such signals and conveniences incident to the junction of Railway No. 6 with the Outer Circle Railway, and may appoint and remove such watchmen, switchmen and other persons as may be necessary for the prevention of danger to or interference with the traffic at and near the junction, and may also employ during the execution of any work affecting the Outer Circle Railway, a sufficient number of inspectors, watchmen and signalmen, and for preventing as far as may be all interference, obstruction, danger and accident to the traffic on the Outer Circle Railway from any of the operations or from the acts or defaults of the Company or their contractors, or any person in the employ of the Company or their contractors; the working and management of the signals and conveniences at and near the junction of Railway No. 6 with the Outer Circle Railway shall be under the exclusive regulation of the Outer Circle Company, and all reasonable expenses of erecting, maintaining, and if necessary of altering, from time to time, those signals and conveniences, and of employing such watchmen, switchmen, inspectors and signalmen as aforesaid, and all incidental current expenses shall, at the end of every half-year, be repaid by the Company to the Outer Circle Company, and in default thereof may be recovered from the Company, with costs, in any court of competent jurisdiction;

(7.) If by reason of the execution or maintenance of any of the works of the Company, or the failure of any such works, or any act or omission of the Company or of their contractors, or of any person in the employ of the Company or of their contractors, any railway or work of the Outer Circle Company shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense; or in the event of their failing so to do after fourteen days' notice, or upon emergency without notice, then the Outer Circle Company may make good the same and recover the expenses thereof with costs from the Company in any court of competent jurisdiction; and if any obstruction or inter-

ruption shall be occasioned to the traffic of the Outer Circle Company by reason of any of the matters or causes aforesaid, the Company shall pay to that Company all damages, costs and expenses to which that Company may be put, and shall effectually indemnify that Company from all claims or demands upon or against them by reason or in consequence of such obstruction or interruption, such damages, costs and expenses to be recoverable from the Company in any court of competent jurisdiction ;

(8.) The Company shall at all times maintain the bridge, by which their Railway is carried under the Outer Circle Railway, in substantial repair and good order and condition, and if and whenever the Company fail so to do, the Outer Circle Company may, after giving fourteen days' notice to the Company, or upon emergency without notice, make and do in and upon the lands of the Company, or on their own lands, all such works and things as may be reasonably requisite in that behalf, and the proper amount of their expenditure in that behalf shall be repaid to them by the Company, and in default of repayment may be recovered from the Company in any court of competent jurisdiction ;

(9.) If the Outer Circle Company shall at any time hereafter be desirous to widen the bridge by which their railway is carried over Railway No. 1, the Company shall afford all reasonable facilities for that purpose, and the plans of such widening, if not agreed on between the engineers of the two Companies, shall be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers ;

(10.) Any difference which may arise between the two Companies under this enactment or with reference thereto, and which is not hereinbefore otherwise specially provided for, shall be from time to time settled by arbitration, in the manner provided by the Railway Companies Arbitration Act 1859.

41. Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of twelve thousand seven hundred pounds three per centum consolidated annuities, being five per centum upon the amount of the estimate in respect of the Railway, has been paid into the name of Her Majesty's Paymaster-General on account of the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act, which sum is referred to in this Act as the deposit fund :

Deposit fund
not to be
repaid except
so far as
Railway
opened.

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Be it enacted that, notwithstanding anything contained in the said Act, the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them (which persons, survivors or survivor, are in this Act referred to as the depositors), unless the Company shall previously to the expiration of the period limited by this Act for completion of the Railway, open the same for the public conveyance of passengers: Provided, that if within such period as aforesaid the Company open any portion of the Railway for the public conveyance of passengers, then, on the production of a certificate of the Board of Trade, specifying the length of the portion of the Railway opened as aforesaid, and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the Railway so opened bears to the entire length of the Railway, the Court shall, on the application of the depositors, or the majority of them, order the portion of the deposit fund specified in the certificate to be paid or transferred to them, or as they shall direct, and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary, notwithstanding.

Application
of deposit
fund.

42. If the Company do not previously to the expiration of the period limited for the completion of the Railway, complete the same and open it for the public conveyance of passengers, then and in every such case the deposit fund, or so much thereof as shall not have been paid or transferred to the depositors, shall be applicable, and after due notice in the London Gazette, shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the Railway or any portion thereof, or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation has been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit, and if no such compensation is payable, or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her

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Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that, until the deposit fund has been repaid or retransferred to the depositors, or has become otherwise applicable as hereinbefore mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

43. If the Railway is not completed within five years from the passing of this Act then, on the expiration of that period, the powers by this Act granted to the Company for making and completing the Railway, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as is then completed.

Period for completion of works.

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

Tolls for passengers and animals.

In respect of passengers and animals conveyed on the Railway:

For every person conveyed in or upon any carriage, the sum of two pence per mile; and, if conveyed in or upon any carriage belonging to the Company, an additional sum of one penny per mile;

For every horse, mule, or other beast of draught or burden, three pence per mile; and, if conveyed in or upon any carriage belonging to the Company, an additional sum of one penny per mile;

For every ox, cow, bull, or head of neat cattle, the sum of two pence per head per mile; and, if conveyed in carriages belonging to the Company, an additional sum of one penny per mile;

For every calf, pig, sheep, lamb, and other small animal, one penny each per mile; and, if conveyed in carriages belonging to the Company, an additional sum of one halfpenny per mile.

In respect of goods conveyed on the Railway:

For all coals, slack, coke, culm, charcoal, cannel, limestone, chalk, lime, salt, sand, fireclay, cinders, ashes, dung, compost

Tolls for goods.

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and all sorts of manure, and all undressed materials for the repair of public roads or highways, per ton per mile not exceeding one penny; and, if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one penny;

For all ironstone, iron ore, pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, slabs, billets, and rolled iron, bricks, slag, and stone, stones for building, pitching and paving, tiles, slates, and clay (except fireclay), and for wrought iron not otherwise specifically classed herein, and for heavy iron castings, including railway chairs, per ton per mile not exceeding two pence; and, if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one halfpenny;

For all sugar, grain, corn, flour, hides, dye-woods, Manchester packs, earthenware, timber, staves, deals, and metals (except iron), nails, anvils, vices, and chains, iron hurdles, and for light iron castings, per ton per mile not exceeding two pence; and, if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one penny;

For cotton and other wools, drugs, rags, and manufactured goods, and all other wares, merchandise, fish, articles, matters or things, per ton per mile not exceeding three pence; and, if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one penny;

For every carriage, of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform belonging to the Company, not exceeding six pence per mile; and one penny halfpenny per mile for every additional quarter of a ton which any such carriage may weigh.

Tolls for
propelling
power.

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

Regulations
as to tolls.

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

Short dis-
tances.

For all passengers, animals, or goods conveyed on the Railway for a less distance than three miles the Company may demand tolls and charges as for three miles;

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

Fractional
parts of a
mile.

For a fraction of a ton the Company may demand tolls according to the number of the quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton, such fraction shall be deemed a quarter of a ton;

Fractional
parts of a
ton.

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

General
weight.

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

Weight of
stone and
timber.

47. With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding the weights prescribed by this Act, the Company may demand and take any tolls not exceeding the following (that is to say):

Tolls for
small parcels
and articles
of great
weight.

For the carriage of small parcels on the Railway, as follows:

For any parcel not exceeding seven pounds in weight, three pence;

For any parcel exceeding seven pounds, and not exceeding fourteen pounds in weight, five pence;

For any parcel exceeding fourteen pounds, but not exceeding twenty-eight pounds in weight, seven pence;

For any parcel exceeding twenty-eight pounds, but not exceeding fifty-six pounds in weight, nine pence;

For any parcel exceeding fifty-six pounds, but not exceeding five hundred pounds in weight, the Company may demand any sum which they think fit:

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

For the carriage of single articles of great weight:

For the carriage of any iron boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which, including the carriage, shall

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exceed four tons, but shall not exceed eight tons, the Company may demand any such sum as they think fit, not exceeding six pence per ton per mile;

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

Maximum
rates for
passengers.

48. The maximum rates of charge to be made by the Company for the conveyance of passengers upon the Railway, including the tolls for the use of the Railway, and for carriages and locomotive power, and every other expense incidental to such conveyance, shall not exceed the following (that is to say):

For every passenger conveyed in a first-class carriage, the sum of three pence per mile;

For every passenger conveyed in a second-class carriage, the sum of two pence per mile;

For every passenger conveyed in a third-class carriage, the sum of one penny per mile.

Maximum
rates for
animals and
goods.

49. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the Railway, including the tolls for the use of the Railway, and for waggons or trucks, or locomotive power, and every other expense incidental to the conveyance, except a reasonable charge for loading and unloading of goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the business or duty of a carrier (where any such service is performed by the Company), shall not exceed the following sums (that is to say):—

For every horse, mule, or other beast of draught or burden, four pence per mile;

For cattle, three pence per head per mile;

For calves, pigs, sheep, and small animals, one penny per mile;

For all coal, coke, and other articles hereinbefore classed therewith, one penny halfpenny per ton per mile;

For all iron and other articles hereinbefore classed therewith, two pence halfpenny per ton per mile;

For all sugar, grain, and other articles hereinbefore classed therewith, three pence per ton per mile;

For all cotton and other articles hereinbefore classed therewith, four pence per ton per mile;

And for every carriage, of whatever description, not being a carriage adapted and used for travelling on a railway, and

not weighing more than one ton, carried or conveyed on a truck or platform, per mile six pence, and one penny half-penny for every additional quarter of a ton which any such carriage may weigh.

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

Passengers' luggage.

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

Terminal station.

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

Foregoing charges not to apply to special trains.

53. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

Company may take increased charges by agreement.

54. The book tables or other document in use for the time being, containing the general classification of goods carried by goods or merchandise train on the Railway shall, during all reasonable hours, be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission; and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

Classification table of goods to be open to inspection, and copies kept for sale.

The Company shall, within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the Railway, render an account to the person so applying, in which the charge made or claimed by the Company for the carriage of such goods shall be divided, and the charge for conveyance over the Railway shall be distinguished from the terminal

Terminal charges (if any) to be specified on application.

'A.D. 1883. charges (if any), and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified.

If the Company fail to comply with the provisions of this section they shall for each offence, and in the case of a continuing offence, for every day during which the offence continues, be liable to a penalty not exceeding five pounds, which penalty may be recovered and applied in the same manner as penalties imposed by section 14 of the Regulation of Railways Act, 1873.

Power to enter into working and traffic arrangements.

55. The Company and the Beaconsfield Uxbridge and Harrow Railway Company may, subject to the provisions of Part III. of the Railways Clauses Act 1863, as amended or varied by the Regulation of Railways Act 1873, from time to time enter into and carry into effect contracts and agreements for and with respect to the following purposes or any of them (that is to say):—

The working, use, management, and maintenance of the Railway or any part thereof;

The supply and maintenance of engines, stock, and plant necessary for the purposes of any agreement for the working or use of the Railway, or any part thereof, by the Beaconsfield Uxbridge and Harrow Railway Company, and the employment of officers and servants for the conveyance and conduct of traffic on the Railway;

The management, regulation, collection, interchange, transmission, and delivery of traffic upon or coming from or destined for the Railways of the contracting Companies;

The fixing, collection, payment, division, appropriation and distribution of the tolls, rates, charges, receipts and revenues levied, taken, or arising from that traffic.

Tolls on traffic conveyed partly on the Railway and partly on other Railways.

56. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the Railway or any part thereof by the Beaconsfield Uxbridge and Harrow Railway Company the Railway of the Company and of the Beaconsfield Uxbridge and Harrow Railway Company shall, for the purposes of short distance tolls and charges, be considered as one Railway, and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the Railway of the Company and partly on the railway of the Beaconsfield Uxbridge and Harrow Railway Company for a less distance than three miles, tolls and charges may only be charged as for three miles, and in respect of passengers for every mile or fraction of a mile beyond three miles, tolls and charges as for one mile only, and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three

miles, tolls and charges as for a quarter of a mile only, and no other short distance charge shall be made for the conveyance of passengers, animals or goods partly on the Railway of the Company and partly on the railway of the Beaconsfield Uxbridge and Harrow Railway Company. A.D. 1883.

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

58. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway, or to execute any other work or undertaking. Deposits for future Bills not to be paid out of capital.

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

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

