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An Act for making a Railway from the Tottenham and Hampstead Junction Railway to the Alexandra Park. A.D. 1871.

[14th August 1871.]

WHEREAS the construction of railways from the Tottenham and Hampstead Junction Railway to the Alexandra Park at Hornsey in the county of Middlesex would be attended with great public and local advantage, and the persons herein-after named, with others, are willing, at their own expense, to construct the said railways :

And whereas plans and sections showing the lines and levels of the railways, and also a book 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 of the railways and works, have been deposited with the clerk of the peace for Middlesex :

And whereas the purposes aforesaid 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 authority of the same, as follows ; (that is to say,)

1. This Act may be cited for all purposes as "The Alexandra Park Railway Act, 1871." Short title.

2. "The Companies Clauses Consolidation Act, 1845 ;"  
Parts I. and III. of "The Companies Clauses Act, 1863," relating respectively to "cancellation and surrender of shares" and to debenture stock ;

Provisions of general Acts herein named incorporated.

"The Lands Clauses Consolidation Acts, 1845, 1860, and 1869 ;"  
"The Railways Clauses Consolidation Act, 1845," and (so far as applicable) Parts I. and III. of "The Railways Clauses

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Act, 1863," relating respectively to "construction of a railway" and to "working arrangements," are (except when expressly varied by this Act) incorporated with and form part of this Act.

Interpreta-  
tion clause.

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

Company  
incorporated.

4. William Lewis Grant, Granville Richard Ryder, James Montgomery Walker, and Arthur Pratt Barlow, and all other persons and corporations who have already subscribed or shall hereafter subscribe to the undertaking, and their executors, administrators, successors, and assigns respectively, shall be united into a company for the purpose of making and maintaining the railways and works, and for other the purposes of this Act, and for those purposes shall be incorporated by the name of "The Alexandra Park 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, and their undertaking shall be called "The Alexandra Park Railway."

Power to  
make rail-  
ways ac-  
cording to  
deposited  
plans.

5. Subject to the provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railways and works herein-after described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose: Provided always, that the Company shall not enter upon, take, or use the lands which are delineated in the said plans and described in the said book of reference, and numbered 53 and 54, in the parish of

Hornsey, or any part of such land respectively, except so much of No. 53 as lies beyond the distance of four and a half chains from the limit of deviation shown on the said deposited plans, and lying nearest to the boundary fence of the property belonging to the Alexandra Palace Company, Limited, without the consent of the Alexandra Palace Company, Limited, or their successors in estate, first obtained.

The railways and works herein-before referred to and authorised by this Act are,—

No. 1. A railway two miles two furlongs four chains and sixty links in length, commencing by a junction with the Tottenham and Hampstead Junction Railway at a point twenty-nine chains or thereabouts, measured in an easterly direction, along the railway from the bridge carrying the said railway over the road known as Green Lanes in the parish of Tottenham and county of Middlesex, passing through the parishes of Tottenham and Hornsey in the same county, and terminating on the south-east side of the entrance road to the Grand Stand on Muswell Hill racecourse, at a point six and a half chains or thereabouts, measured along the said road in a north-easterly direction, from the Lodge Gates on the said road near Rutland Villa in the parish of Hornsey and county of Middlesex :

No. 2. A railway two furlongs six chains and seventy links in length, commencing by a junction with the Tottenham and Hampstead Junction Railway at or near the bridge carrying the said railway over the road known as Green Lanes in the parish of Tottenham and county of Middlesex, and terminating by a junction with the first above-mentioned railway at a point four chains or thereabouts south of a point in St. Ann's Road (lately known as Hanger Lane), which point is thirteen chains or thereabouts, measured in a south-easterly direction along St. Ann's Road, from its junction with Green Lanes in the parish of Tottenham and county of Middlesex. This railway (No. 2) will be made wholly in the parish of Tottenham aforesaid.

6. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the construction of the railways may deviate from the line and levels of any arches or viaducts described in the deposited plan or section, so as the deviations be made within the limits of deviation shown on the said plan, and subject to the limitations contained in the eleventh, twelfth, and fifteenth sections of that Act, and so as the nature of the work as described be not altered ; and they may also substitute

Power to  
alter en-  
gineering  
works.

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any other engineering work not shown on the said plan or section instead of a viaduct, arch, or arches, as shown thereon, provided that every such substitution be authorised by a certificate of the Board of Trade; and the said Board is hereby empowered to grant such certificates, provided it shall appear to the Board, upon due inquiry, that the Company has acted in the matter with good faith, and that the owners, lessees, and occupiers of the land in which the substitution is intended to be made consent thereto, and also that the safety and convenience of the public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the powers given to the Company or to the Board of Trade by the eleventh, twelfth, fourteenth, or fifteenth sections of "The Railways Clauses Consolidation Act, 1845."

Capital.

7. The capital of the Company shall be one hundred and fifty thousand pounds, in fifteen thousand shares of ten pounds each.

Shares not to be issued until one fifth part paid up.

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

Calls.

9. One fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between successive calls.

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 (personally 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:" Provided always, that it shall not be lawful for the Company to 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.

Dividends on half shares.

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 per centum per annum as shall be determined

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.

**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.

Dividend on preferred shares to be paid out of the 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: Provided always, that the directors shall not be bound to issue a certificate of any half share until the certificate of the existing share be delivered to them to be cancelled, unless it be shown to their satisfaction that the certificate is destroyed or lost, and on any such certificate being so delivered up the directors shall cancel it.

Half shares to be registered 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 Act, 1845," with respect to the forfeiture of shares for nonpayment of calls, shall apply to all preferred half shares to be created under the authority of this Act, and every such preferred half share shall for that purpose be considered a whole share, distinct from the corresponding deferred half share: Provided always, that until any forfeited preferred half shares shall be sold by the directors of the Company, 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,

Forfeiture of preferred half shares.



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Preferred  
half shares  
not to be  
cancelled, &c.

Half shares  
to be half  
shares in  
capital.

Power to  
borrow on  
mortgage.

Arrears may  
be enforced  
by appoint-  
ment of a  
receiver.

Debenture  
stock.

Application  
of moneys.

First ordi-  
nary meeting.

Quorum of  
general  
meetings.

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

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

**18.** The Company may from time to time borrow on mortgage any sum not exceeding in the whole fifty thousand pounds, but no part thereof shall be borrowed until the whole capital of one hundred and fifty thousand pounds is subscribed for and one half thereof 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 the whole of the capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same, of which proof having been given, the certificate of such justice that satisfactory proof to that effect has been given to him shall be sufficient evidence.

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

**20.** The Company may create and issue debenture stock.

**21.** All moneys raised under this Act, whether by shares or borrowing, shall be applied for the purposes of this Act only.

**22.** The first ordinary meeting of the Company shall be held within six months after the passing of this Act, and the subsequent ordinary meetings of the Company shall be held in the months of February or March and of August or September in every year.

**23.** The quorum of general meetings of the Company shall be six shareholders present personally or by proxy, holding in the

aggregate not less than seven thousand five hundred pounds in the capital of the Company.

**24.** The number of directors shall be four.

Number of directors.

**25.** The qualification of a director shall be the possession in his own right of not less than twenty-five shares in the undertaking.

Qualification of directors.

**26.** It shall be lawful for the Company from time to time to reduce the number of directors, provided that the reduced number be not less than three.

Power to reduce or increase number of directors.

**27.** The quorum of a meeting of directors shall be three whilst the number of directors is more than three, and two so long as their number is reduced to three.

Quorum.

**28.** William Lewis Grant, Granville Richard Ryder, James Montgomery Walker, and Arthur Pratt Barlow 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 personally or by proxy may either continue in office the directors appointed by this Act, 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 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 personally or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several persons elected at any such meeting, being neither removed nor disqualified nor having resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act or by this Act, or either of them.

First directors.

Election of directors.

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

Lands for extraordinary purposes.

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

Powers for compulsory purchases limited.

**31.** The railways and works shall be completed within five years from the passing of this Act, and on the expiration of that period the powers by this Act granted to the Company for executing the railways and works, or otherwise in relation thereto,

Period for completion of works.

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shall cease to be exercised, except as to so much thereof as shall then be completed.

Not to take lands or interfere with railway of Tottenham and Hampstead Junction Railway Company, except for junctions.

**32.** Notwithstanding anything herein or in the incorporated Acts contained, it shall not be lawful for the Company to enter upon, take, occupy, or use, either permanently or temporarily, any of the lands or property, or in any manner to alter, vary, or interfere with the railway, sidings, or works of the Tottenham and Hampstead Junction Railway Company, without the previous consent in writing of that Company, save only for the purpose of effecting the junctions by this Act authorised.

Junctions to be made with the Tottenham and Hampstead Junction Railway.

**33.** The junctions to be made with the Tottenham and Hampstead Junction Railway under the powers of this Act shall, at the costs in all respects of the Company, be formed in such places within the limits of deviation, and in such manner, as the engineer of the Tottenham and Hampstead Junction Railway Company shall direct.

As to crossing turnpike road in the parish of Tottenham.

**34.** Whereas it is intended to carry the railway No. 1 by means of a bridge over the turnpike road numbered 41 on the said deposited plans for the parish of Tottenham: And whereas the said turnpike road is a road under the charge of the Commissioners of the Metropolis Turnpike Roads North of the Thames: Therefore it shall not be lawful for the Company to alter or in any way interfere with the lines or levels of the said road; and the Company shall make, and for ever thereafter keep, repair, and maintain, the said bridge of a space wide enough to preserve the present width of the said turnpike road and footpaths, and not less wide than forty feet measured on the square, and shall leave under the said bridge a clear headway of not less than sixteen feet over the said turnpike road and every part thereof, and over the footpaths and every part thereof of not less than eight feet; and the Company shall erect and place, and for ever thereafter keep, repair, and maintain, parapet walls of not less than six feet six inches in height at least from the level of the rails of the said railway on each side of the said railway, and also from the four ends of such parapet walls screen fences, or close fences, for one hundred and fifty feet, in continuation of such parapet walls along both sides of the said railway, and shall set under the said bridge, and for one hundred feet on each side thereof, granite curbs at the edges of the footpaths by the sides of the said road, and shall restore all drains that may be interfered with, or substitute others, so that the said road may be effectually drained to the satisfaction of the general surveyor to the commissioners; and the



Company shall, at their own expense, do all the works aforesaid, whether of original construction or of maintenance, and provide all materials necessary for such works; and if the Company interfere in any way with the turnpike house, gates, &c. adjacent to the said bridge, they shall rebuild and reinstate the same to the satisfaction of the said general surveyor.

**35.** It shall not be lawful for the Company to commence any works in any way interfering with the said turnpike road until ten days after the Company shall have given notice of their intention to commence such works, and shall have delivered plans and drawings of the same to the general surveyor of the said commissioners, and shall have explained in writing to such general surveyor in what way the Company propose to carry on such works; and if the said general surveyor shall thereupon require a sufficient temporary road to be made by the Company instead of the road to be crossed, then the Company shall make and substitute such sufficient temporary road before they interfere with the existing road, and shall maintain the same until the restoration of the existing road, and be liable to the same penalties for failing to make, and after notice to maintain, such substituted road as is and are provided by "The Railway Clauses Consolidation Act, 1845," with respect to substituted roads and the failure to make the same; and, unless such temporary shall be required, the Company shall during the making of the said bridge at all times keep open and uninterrupted for the traffic of the public a clear width of twenty feet of the present road, and one footpath, and all necessary measures of precaution for the public safety during the progress of the works of the railway and bridge, including the fencing of the works and lighting and watching the same, shall be adopted by and at the expense of the Company; and the Company shall save harmless the said commissioners in respect of all accidents and damages which may happen by reason of the said works of the Company; and the Company shall finish and complete all works, matters, and things connected with the bridge, and restore and give to the public the uninterrupted use of the said road and footpaths as aforesaid within six months from the day on which the same shall be first interfered with; and all such works shall be done under the superintendence from time to time and to the satisfaction of the said general surveyor, and the materials thereof shall be good and sufficient for the respective purposes for which such materials shall be used, and of such descriptions respectively as shall be approved of by the said general surveyor; and in case the Company shall fail to do or to maintain and repair any works according to the provisions herein-before contained, and the Company shall not,

Notice to be given to the surveyor of the commencement of the works, who may require a temporary road.

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upon being by the said general surveyor required so to do, proceed forthwith to do or to repair such works to his satisfaction, then and in any of such cases it shall be lawful for the said general surveyor to cause all such works and repairs to be made and done as he in his discretion shall think fit; and all costs and expenses of such works and repairs shall be paid, on demand, by the Company, or in default of payment for twenty-one days after such demand may be recovered by the said commissioners from the Company, with full costs of suit, by action in any court of competent jurisdiction.

Alterations may be made in the works with the consent of the commissioners.

**36.** It shall be lawful for the said commissioners and the Company to agree with each other for carrying the said railway over the road in any other manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the Company of all such works as may be necessary or expedient for the purposes aforesaid; and in case of any such agreement it shall not be binding on the Company to do such of the works, matters, and things required to be done by them as shall be by the said agreement expressly dispensed with by the said commissioners.

As to mode of crossing public roads in Tottenham parish.

**37.** And whereas the said railway No. 1 is intended to be carried over certain roads or highways within the parish or district of Tottenham in the county of Middlesex: Therefore in crossing the road or highway No. 13 on the said deposited plans for the parish of Tottenham, the said railway shall be carried over the same by an arch having a clear span of 35 feet and a headway of not less than 16 feet for 22 feet in width, and not less than 12 feet for 13 feet; and in crossing the road numbered 38 on the said deposited plans for the same parish the said railway shall be carried over the same by an arch having a clear span of 20 feet and a headway of not less than 14 feet for 12 feet in width, and 8 feet in height at the springing, and the present levels of the said roads or highways shall remain unaltered: Provided always, that the foundations of the piers of the said arches shall be built so as not to be injurious to the sewers; and the said arches shall be so constructed so that water shall not run or come through either of them upon either of the said roads or highways, and in every case where water shall run or come through either of the said arches upon either of the said roads or highways, the Company shall in every such case forfeit and pay a sum not exceeding five pounds for every day the same shall continue after three days notice in writing to make good the same has been given or left at the office of the Company.

Bridges to be made watertight.

Streets under bridges to be lighted

**38.** If either of the said arches over the said roads or highways shall, in the opinion of the Tottenham local board of health, prove

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a public inconvenience by obstructing the light in any such roads or highways, it shall be lawful for the said board to set up and affix therein, and to keep lighted by gas or other means by night, a lamp for affording proper light and security to passengers, and the costs, charges, and expenses thereof and necessarily consequent thereon shall be paid by the Company within fourteen days after demand in writing, and in default may be recovered from the Company by the said board, with full costs of suit, by action in any court of competent jurisdiction.

by night, if board of health think fit.

**39.** The Company shall not break up or disturb any road or highway, footpath, or place under the control or direction of the Tottenham local board of health, unless at least seven days previous notice in writing of their intention so to do, specifying the road, highway, footpath, or place intended to be broken up or disturbed, be given to the surveyor of such board, or left for him at the offices of such board; and when the Company shall break up or disturb any such road, highway, footpath, or place, they shall, as soon as the works affecting it are completed, and at the furthest within six months from the day on which these works were begun, restore the road, highway, footpath, or place to as good a condition as it was in when it was broken up or disturbed, and (if so required by the board) under the superintendence and to the satisfaction of their surveyor, and the Company shall keep the same in repair for twelve months thereafter; and if the Company fail to restore the road, highway, footpath, or place within the prescribed six months they shall forfeit to the said board a sum not exceeding five pounds for every such offence, and an additional sum not exceeding five pounds for every day after the expiration of that period, and after notice to them of the delay, during which the delay continues, and the said board may restore the road, footpath, or place, and recover the expense of such restoration from the Company.

Streets not to be broken up without notice to the board of health.

**40.** The Company shall, to the reasonable satisfaction of the surveyor to the Tottenham local board of health, 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, water pipes, hydrants, gas pipes, and gullies.

Company to restore sewers, drains, &c. broken up.

**41.** Where any of the intended 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, water-

For the protection of the sewers of the

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course, gas pipe, hydrant, defence, or work under the jurisdiction or control of the Tottenham local board of health, or shall or may in any way prejudicially affect the sewerage or drainage of the district under their control, the Company shall not commence such works until they shall have given to the said board ten days previous notice in writing of their intention to commence the same by leaving such notices at the offices of the said board for the time being, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto, and until such board shall have signified their approval of the same, unless such board do not signify their approval or disapproval within ten days after delivery or service of the said plan, section, and particulars as aforesaid; and the Company shall comply with and conform to all directions and regulations of the said board in the execution of the said works, and shall provide by new, altered, or substituted works in such manner as the said board may deem necessary for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by and by reason of the said intended works or any part thereof, and shall save harmless the said board against all and every the expense to be occasioned thereby; and all such works shall be done by or under the direction, superintendence, and control of the surveyor for the time being to the said board, at the costs, charges, and expenses in all respects of the said Company; and all costs, charges, and expenses which the said board may be put to by reason of the said works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to the said board by the Company, on demand; and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company, under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said board as any sewers or works now are or hereafter may be; and 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 said board or their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

Drainage  
works to be  
subject to  
Tottenham  
local board  
of health,  
whose rights  
are not to be  
prejudiced.

**42.** All sewers, drains, water pipes, watercourses, hydrants, gas pipes, gullies, and works of drainage made by the Company within the parish of Tottenham aforesaid shall be subject in all respects to the jurisdiction of the Tottenham local board of health; and, except only as is by this Act expressly provided, this Act or



anything herein contained shall not take away, lessen, alter, prejudice, or affect any of the rights, powers, or authorities of the said board.

**43.** If and while the Company are possessed under this Act of any lands, houses, and premises assessed or liable to be assessed to any poor rate, police rate, church rate, or any rate or rates made or to be made by the said Tottenham local board of health, or other parochial rate, they shall from time to time, until the railway and works hereby authorised are completed and assessed, or liable to be assessed, be liable to make good the deficiency on the assessment for such rates by reason of those lands, houses, and premises being taken or used for the purposes of the railway or works, and the deficiency shall be computed according to the rental at which those lands, houses, and premises are now rated.

Local rates to be made good until completion of works.

**44.** Nothing in this Act contained shall extend to prejudice, derogate from, or diminish any of the rights and privileges of the said Tottenham local board of health under and by virtue of "The Public Health Act, 1848," or any of the Acts of Parliament incorporated therewith, but the same shall be and remain in as full force and effect as if this Act had not been passed.

Saving rights of the Tottenham local board of health.

**45.** Notwithstanding anything herein or in the incorporated Acts contained, it shall not be lawful for the Company in constructing the railway No. 1 to enter upon, occupy, or use, either permanently or temporarily, the lands, works, or property of the Hornsey Gas Company numbered 14 on the said deposited plans for the parish of Hornsey, without the consent of that company.

Not to take lands of the Hornsey Gas Company without consent.

**46.** The Company in constructing the said railway shall not deviate from the centre line shown on the said deposited plans between the points marked one mile two and a half furlongs and one mile four furlongs, without the consent of the Hornsey Gas Company.

Company not to deviate from centre line between certain points.

**47.** The Company shall at their own cost construct to the reasonable satisfaction of the engineer for the time being of the Hornsey Gas Company a good and sufficient protection to the purifiers belonging to that company from sparks or heated coke which may emanate from the engines of the Company.

For the protection of the purifiers belonging to the Hornsey Gas Company.

**48.** Notwithstanding anything contained in the deposited plans and sections, the railway shall be carried over the Great Northern Railway and its lands adjoining thereto in the line shown on the deposited plans, according to plans to be reasonably approved in writing by and executed under the superintendence and to the

As to crossing Great Northern Railway.

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reasonable satisfaction in all respects of the principal engineer for the time being of the Great Northern Railway Company, in all things at the expense of the Company, and by means of girder bridges, of which the one crossing the main lines of the said railway shall have an opening of not less than fifty feet in the clear, measured on the square, and seven other openings each of not less than thirty feet in the clear, measured on the square, and each with a clear headway of sixteen feet for the entire width; and such railway and works shall be so carried over and executed respectively by such means and in such manner only as not to interfere with the free, uninterrupted, and safe user of the Great Northern Railway, or the working of the traffic thereon.

Maintenance  
of works.

**49.** The Company shall at all times maintain the bridges and other works by which the railway shall be so carried over the Great Northern Railway and the said lands in substantial repair and good condition, to the reasonable satisfaction in all respects of such last-mentioned engineer; and if and whenever the Company fail so to do the Great Northern Railway Company may make or do in and upon as well as the lands of the Company as their own lands all such works and things as such engineer may reasonably think requisite in that behalf, and the sum from time to time certified by him to be the reasonable amount of the expenditure of the Great Northern Railway Company in that behalf shall be repaid to them by the Company, and in default of payment may be recovered by the Great Northern Railway Company from the Company, with full costs, in any court of competent jurisdiction.

Interference  
with lands  
of Great  
Northern  
Railway  
Company.

**50.** The Company shall not take, use, enter upon, or interfere with the Great Northern Railway or its works, or any of the lands or property belonging to or under the power of the Great Northern Railway Company, or which that company has power to purchase or take, without obtaining in every case the previous consent in writing of that company under their common seal, except only so far as shall be absolutely necessary for executing and maintaining the bridge and other works by which the railway is so to be carried over the Great Northern Railway.

To acquire  
easement  
only as  
regards  
Great  
Northern  
Company.

**51.** With respect to the Great Northern Railway, and the lands or property of the Great Northern Railway Company which the Company are by this Act authorised to use, enter upon, or interfere with, the Company shall not purchase or take the same, but they may purchase and take, and the Great Northern Railway Company may and shall sell and grant accordingly, an easement or right of using the same respectively for the purposes for which but for this

enactment the Company might purchase and take the same respectively.

**52.** Except as by this Act is expressly provided, nothing herein contained shall extend to prejudice, diminish, alter, take away, or interfere with any of the rights, privileges, powers, or authorities vested in or enjoyed by the Great Northern Railway Company.

Saving rights of Great Northern Company.

**53.** Whereas the New River Company have certain large filtering beds in the parish of Tottenham through which the water supplied to the inhabitants of the metropolis is filtered, together with a pumping station, engine house, mains, pipes, and other works connected with the said filtering beds, also certain plots of land immediately adjoining the said filtering beds, which are essential for the purposes of the Company, to enable them to enlarge the number of filtering beds from time to time as the increase of population renders it necessary, and the railway proposed by the said Bill is laid out so as to separate the said pumping station, engine house, mains, pipes, and other works from the said filtering beds, and to pass through and intersect the said plots of land, in a manner that would render them wholly unsuitable for the purposes aforesaid: Be it enacted, that the Company shall not at any time hereafter diminish, disturb, or in any manner interfere with any of the said filtering beds, mains, pipes, and other works; and that the Company shall not enter upon, take, or use any portion of the said plots of land until they shall have acquired and conveyed to the New River Company the fee simple of other lands adjoining or near to the said filtering beds, equally convenient and suitable in all respects for the purposes of that company, and equal in extent to the pieces of land numbered 62 and 66 on the plans of the said railway in the parish of Tottenham, which will be passed through by the said railway, and shall have made full compensation to that company for any loss or any increase of working expenses consequent upon the severance or other interference with their property and works.

For protection of New River Company.

**54.** The Company, before commencing any works affecting the river, filtering beds, or other property of the New River Company, shall give to the New River Company fourteen days notice thereof, and shall at the same time submit for their approval a plan showing the mode in which it is proposed to construct such works, and shall, when required, make such alterations therein as that company may consider necessary for their protection; and all such works shall be done and executed by and at the cost of the Company, but to the entire satisfaction and under the superintendence of the engineer of the said New River Company.

The Company to submit a plan of their works through the property of the New River Company.

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Company to  
make com-  
pensation in  
the event of  
damage or  
loss of  
water, &c.

**55.** Inasmuch as the construction of the said railway as herein provided, or the working of trains thereon, may affect the stability of the said river and filter beds at Tottenham, or cause leakage therefrom, be it enacted, that in the event of any slip of the embankment of the said river or filter beds, or rupture of the filter-bed walls, or the occurrence of any leakage or loss of water from the said river or filter beds, or interception of the flow of water, whether such slip, rupture, leakage, loss, or interception shall be occasioned by or during the construction of the said railway, or the operations thereof, or after the said railway shall have been completed and opened for traffic, the Railway Company shall be answerable and shall pay to the New River Company all damages arising therefrom, and compensation for loss of water, and be liable at all times thereafter to make good, at their own expense, whatever injury may be suffered by the said embankment and walls, or which may result from such leakage or loss of water; and the compensation and damages which may accrue under the circumstance aforesaid, and the expense of such restitution, shall, in case of difference, be ascertained or assessed in the manner herein-after provided.

Repairs, &c.  
may be  
executed by  
New River  
Company in  
certain  
events.

**56.** If there shall be any leakage caused by the said works, or if the embankment of the said river or the filter-bed walls shall rupture or slip or be injured in consequence of the works or the operations of the Company, either during construction of the railway or after it shall have been opened for traffic, and if the Company shall not within twenty hours after written notice to the Company of such leakage, rupture, or slip forthwith execute the works necessary for the stoppage of such leakage or the complete repair of the said embankment or wall and works connected therewith, so far as the same are to be maintained by the Company, the New River Company are hereby empowered to perform all such operations as may be necessary, at the risk of the Company, and that without prejudice to the right of the New River Company to recover the amount of all actual damage which may be done as aforesaid; and the New River Company shall be entitled to recover from the Company the expense of all operations which may be performed by them in making such repair or removing such leakage, and the same may be recovered by action in any court of law.

As to settle-  
ment of  
differences  
with the  
New River  
Company.

**57.** Any difference which may arise under the provisions in this Act contained between the Company and the New River Company shall from time to time be referred to and determined, at the expense of the Company, by an engineer to be agreed upon between the Company and the New River Company, or failing any such agreement, by an engineer to be appointed, on the application of either party, by the president for the time being of the Institution



of Civil Engineers, whose award shall be final and conclusive upon both points.

**58.** The Company shall not, without the consent of the said Alexandra Palace Company (Limited), or their successors in estate, first obtained, erect or permit to be erected any buildings on that portion of land which lies between the railway No. 1 and the lands now belonging to the Alexandra Palace Company (Limited); and the Company shall not dispose of any of such portion of land as surplus land to any person other than the person having the legal right of pre-emption under the provisions of the Lands Clauses Consolidation Act, 1845, until they have offered the same to the said Alexandra Palace Company (Limited), or their successors in estate, at a price to be agreed upon, or in case of difference to be settled by arbitration in manner provided by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration.

Company not to erect buildings on certain land without consent of Alexandra Palace Company, Limited, and subject to right of pre-emption to sell such land to that Company.

**59.** Unless with the consent of the Alexandra Palace Company (Limited), or that of their successors in estate, to the contrary first obtained, the Company shall construct that portion of the railway No. 1 which lies between a point two miles and two chains from the commencement thereof and the termination thereof so that no line of rail, siding, or other work connected with the said railway shall be constructed within a less distance than four and a half chains from the limit of deviation shown on the said deposited plans, and lying nearest to the boundary fence of the property belonging to the said Alexandra Palace Company (Limited).

Prescribing course of railway No. 1 between certain points.

**60.** Notwithstanding anything contained in the deposited plans and sections, the railway No. 1 shall be carried over the roads 22, 30, and 41 on the said plans for the parish of Hornsey by arches having a clear span of 35 feet and a headway of not less than 16 feet for 22 feet in width, and not less than 12 feet for 13 feet, and the Company shall keep open the said roads for the use of the public.

As to arches over roads in Hornsey parish.

**61.** Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the ninth and tenth years of Her present Majesty, chapter twenty, a sum of 7,751*l.* 17*s.* 10*d.* Bank 3*l.* per Cent. Annuities, being equal in value to the sum of 7,170*l.* 10*s.*, being five per centum upon the amount of the estimate in respect of the railway authorised by this Act, has been transferred into the name and with the privity of the Accountant General of the Court of Chancery in England, in respect of the application to Parliament for this Act: Be it enacted, that, notwithstanding anything contained in the said recited Act, the said sum so transferred as

Deposit money not to be repaid until line opened, or half the capital paid up and expended.

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aforesaid in respect of the application for this Act shall not be paid or transferred to or on the application of the person or persons named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, unless the Company shall previously to the expiration of the period limited by this Act for completion of the railways either open the railways for the public conveyance of passengers, or prove to the satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up one half of the amount of the capital by this Act authorised to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one half of the said capital; and if the said period shall expire before the Company shall either have opened the railways for the public conveyance of passengers, or have given such proof as aforesaid to the satisfaction of the Lords of the said Committee, the said sum of money transferred as aforesaid shall be applied in the manner herein-after specified; and the certificate of the Lords of the said Committee that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding.

Providing  
for appli-  
cation of  
deposit in  
compensa-  
tion to  
parties in-  
jured.

62. The said sum of money deposited as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways, or any portion thereof, or who may 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 shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the said sum of money shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum of money, or such portion thereof as may not be required as aforesaid, shall be paid to or on the application of the person or persons named in such warrant or order as aforesaid, or the survivor or survivors of them; provided that until the said sum of money shall have been repaid to the depositors, or shall have become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon

shall from time to time, and as often as the same shall become payable, be paid to or on the application of the person or persons named in such warrant or order as aforesaid, or the survivors or survivor of them.

**63.** The Company may demand any tolls for the use of the Tolls. railways not exceeding the following :

In respect of the tonnage of all articles conveyed upon the railways, or any parts thereof, respectively, as follows :

Class 1. For all coals, cinders, dung, compost, and all sorts of manure, lime and limestone, 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 halfpenny : On goods and merchandise.

Class 2. For all coke, culm, charcoal, and all stones for building, pitching, and paving, all bricks, tiles, slates, clay, sand, ironstone and iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similiar descriptions of wrought iron, and iron castings, not manufactured into utensils, or other articles of merchandise, per ton per mile not exceeding one penny halfpenny ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one halfpenny :

Class 3. For all sugar, grain, corn, flour, meal, bread, potatoes, hay, straw, flax, tow, linen or cotton yarn, hides, dyewoods, earthenware, timber, staves and deals, metals (except iron), nails, anvils, vices, and chains, per ton per mile not exceeding twopence ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one penny :

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

Class 5. And for every carriage, of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform belonging to the Company, per mile not exceeding sixpence ; and a like sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage so conveyed may weigh.

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Tolls for  
animals,  
&c.

In respect of animals conveyed in carriages upon the railways, or any part thereof, as follows :

Class 6. For every horse, mule, ass, or other beast of draught or burden conveyed in or upon any such carriage, per mile not exceeding threepence ; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile not exceeding one penny :

Class 7. For every ox, cow, bull, or head of neat cattle conveyed in or upon any such carriage, per mile not exceeding twopence ; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile not exceeding one penny :

Class 8. For every calf or pig conveyed in or upon any such carriage, the sum of one penny per mile ; and if conveyed in any carriage belonging to the Company, an additional sum per mile not exceeding one halfpenny :

Class 9. For every sheep, lamb, or other small animal conveyed in or upon any such carriage, per mile not exceeding one halfpenny ; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile not exceeding one halfpenny.

Tolls for  
passengers.

In respect to passengers conveyed in carriages upon the railways, or any part thereof, as follows :

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

Tolls for  
propelling  
power.

**64.** The Company may demand for the use of engines for propelling carriages on the railways, or any part thereof, any tolls not exceeding one penny per mile for each passenger or animal, or for each ton of goods or other articles, in addition to the several other tolls by this Act authorised to be taken.

Maximum  
rates of  
charge for  
passengers.

**65.** The maximum rates of charge to be made by the Company for the conveyance of passengers upon the railways, or any part thereof, including the tolls for the use of the railway and of carriages, and for locomotive power, and every other expense incidental to such conveyance, shall not exceed the following sums :

For every passenger conveyed in a first-class carriage, the sum of threepence per mile :

For every passenger conveyed in a second-class carriage, the sum of twopence per mile :

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



**66.** The restriction as to the charges to be made for passengers shall not extend to any special train that may be required to be run upon the railways or any part thereof, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers upon the railway.

Restriction as to charges not to apply to special trains.

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

Passengers luggage.

**68.** The maximum rate of charge to be made by the Company for the conveyance of animals, articles, matters, or things respectively included in the classes before mentioned, including the tolls for the use of the railway and of carriages, and for locomotive power, and every other expense incidental to such conveyance, except a reasonable sum for loading, covering, and unloading goods at any terminal station of such goods, and for delivery and collection, and any other services incidental to the business or duty of a carrier, where such services or any of them are or is performed by the Company, shall not exceed the amounts following; (to wit,)

Maximum charges for goods and animals.

For the matters mentioned in Class 1, not exceeding one penny halfpenny per ton per mile :

For the matters mentioned in Class 2, not exceeding twopence per ton per mile :

For the matters mentioned in Class 3, not exceeding threepence per ton per mile :

For the matters mentioned in Class 4, not exceeding fourpence per ton per mile :

For any carriage mentioned under Class 5, not weighing more than one ton, not exceeding sixpence per mile; and if weighing more than one ton, not exceeding one penny halfpenny per mile for every quarter of a ton or fractional part of a quarter of a ton :

For every animal mentioned in Class 6, not exceeding fourpence per mile :

For every animal mentioned in Class 7, not exceeding threepence per mile :

For every animal mentioned in Class 8, not exceeding twopence per mile :

For every animal mentioned in Class 9, not exceeding one penny per mile.

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Regulations  
as to tolls.

**69.** The following provisions and regulations shall be applicable to the fixing of the tolls and maximum rates of charge; (to wit,)

For articles, animals, or persons conveyed on the railways or any part thereof for a less distance than two miles, the Company may demand tolls and charges as for two miles:

For a fraction of a mile beyond two miles, or beyond any greater number of miles, the Company may demand in respect of passengers tolls and charges as for one mile, and in respect of animals and articles, tolls and charges in proportion to the number of quarters of a mile contained in such fraction, and for the last-mentioned purpose a fraction of a quarter of a mile shall be deemed a quarter of a mile:

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

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

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

Tolls for  
small  
parcels and  
single  
articles of  
great  
weight.

**70.** With respect to small packages and single articles of great weight, notwithstanding the rate of tolls prescribed by this Act, the Company may demand any tolls not exceeding the following; (to wit,)

For the carriage of small parcels on the railways, or any part thereof, as follows:

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

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

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

For any parcel exceeding twenty-eight pounds in weight but not exceeding fifty-six pounds in weight, ninepence; and for parcels exceeding fifty-six pounds in weight but not exceeding five hundred pounds in weight the Company may demand any sum which they think fit:

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

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For the carriage of any one boiler, cylinder, or any one piece of machinery, a single piece of timber or stone, or other single article, the weight of which, including the carriage, shall exceed four tons but shall not exceed eight tons, the Company may demand any sum not exceeding sixpence per ton per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum per ton per mile not exceeding one penny:

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

71. No station is to be considered a terminal station in regard to any goods conveyed on the railways which have not been received thereat direct from the consignor of such traffic, or are not directed to be delivered thereat to the consignee.

Definition of terminal station.

72. Nothing contained in this Act or in any of the Acts herein referred to shall extend to authorise the Company to take, use, or in any manner interfere with any lands, soil, forestal or other rights, tenements, or hereditaments, or any rights in respect thereof, belonging to the Queen's most Excellent Majesty in right of her Crown, without the consent in writing of the Commissioners for the time being of Her Majesty's Woods, Forests, and Land Revenues, or one of them, on behalf of Her Majesty, first had and obtained for that purpose (which consent such Commissioners or Commissioner are hereby respectively authorised to give), or to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Saving rights of the Crown.

73. The Company on the one hand, and the Midland and the Great Eastern Railway Companies, or one of them, on the other hand, may from time to time enter into agreements,—

With respect to the use of the said intended undertaking, or any part or parts thereof:

The arrangements for the conduct of the traffic of the said undertaking:

The payments to be made and the conditions to be performed with respect to such use, and with respect to the transmission, forwarding, and delivery of traffic upon the respective railways of the contracting companies:

Power to enter into traffic arrangements with Midland and Great Eastern Railway Companies.

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And with respect to the tolls and charges or other payments for or in respect of such traffic :

And with respect to the apportionment between and amongst the contracting companies of tolls and charges received in respect of such traffic :

Provided that if any agreement is made or entered into under the authority of this Act between the Company on the one hand, and the Midland Railway Company or the Great Eastern Railway Company on the other hand, the Company shall give notice of the same to the other of the companies not party to such agreement, and shall, on demand, enter into a similar agreement with such other company.

Tolls on traffic conveyed partly on the railway and partly on the railway of other contracting company.

74. During the continuance of any agreement to be entered into under the provisions of this Act for the use of the railways by the Midland and the Great Eastern Railway Companies, or either of them, the railways of the Company and the other contracting company shall for the purposes of 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 railways of the Company and partly on the railway of the other contracting company for a less distance than two miles, tolls and charges may only be charged as for two miles ; and in respect of passengers, for every mile or fraction of a mile beyond two miles, tolls and charges as for one mile only ; and in respect of animals and goods, for every quarter of a mile beyond two miles, tolls and charges as for a quarter of a mile ; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railways of the Company and partly on the railway of the other contracting companies.

Interest not to be paid on calls paid up.

75. The Company shall not, out of any money by this Act authorised to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him : Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

76. 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.

77. Nothing herein contained shall be deemed or construed to exempt the railways by this Act authorised to be made 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.

Railways not exempt from provisions of present and future general Acts.

78. 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.

Expenses of Act.

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