

[42 & 43 VICT.] *Easton Neston Mineral and* [Ch. ccxxiii.]
Towcester, Roade, and Olney Junction Railway Act, 1879.



CHAPTER ccxxiii.

An Act to authorise the making and maintaining of the
Easton Neston Mineral and Towcester, Roade, and Olney
Junction Railway; and for other purposes.

A.D. 1879.

[15th August 1879.]

WHEREAS the railways herein-after described and by this Act
authorised would be of great public and local advantage :

And whereas the persons herein-after in that behalf named, with
others, are willing to execute the undertaking, and it is expedient
that they be incorporated into a company for that purpose :

And whereas it is expedient that the company so to be incor-
porated (in this Act called "the Company") be authorised to run
over, work, and use the railways and parts of railways and stations
herein-after in that behalf mentioned, and that the East and West
Junction and the Evesham, Redditch, and Stratford-upon-Avon
Junction Railway Companies (in this Act called "the two com-
panies") be authorised to run over and use the railways by this
Act authorised, and the stations connected therewith :

And whereas it is expedient that the Company and the East and
West Junction Railway Company be empowered to enter into and
carry into effect working 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
Northampton, and with the clerk of the peace for the county of
Bucks, and are herein-after 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 :

[Ch. ccxxiii.] *Easton Neston Mineral and [12 & 13 VICT.]
Towcester, Roade, and Olney Junction Railway Act, 1879.*

A.D. 1879. — 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:

Short title. 1. This Act may be cited as the Easton Neston Mineral and Towcester, Roade, and Olney Junction Railway Act, 1879.

Incorporation of general Acts. 8 & 9 Vict. c. 16. 26 & 27 Vict. c. 118. 32 & 33 Vict. c. 48. 8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 32 & 33 Vict. c. 18. 8 & 9 Vict. c. 20. 26 & 27 Vict. c. 92.

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 Railway Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms. 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 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. Sir Thomas George Fermor Hesketh, Baronet, Frederick Gretton, Edwin Wellington Simpkin, John Princep, Alfred Barratt, Samuel Lloyd, 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 railways, and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Easton Neston Mineral and Towcester, Roade, and Olney Junction 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.

5. Subject to the provisions of this Act the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railways herein-after 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 herein-before referred to and authorised by this Act will be situate in the counties of Northampton and Bucks, and are :

A.D. 1879.
Power to
make rail-
ways accord-
ing to de-
posited plans.

1. A railway (No. 1), 1 mile 6 furlongs and 9 chains in length, commencing by a junction with the East and West Junction Railway, and terminating at or near the private railway of the Easton Estate and Mining Company, Limited :
2. A railway (No. 2), 2 furlongs and 6.50 chains in length, commencing by a junction with the Northampton and Banbury Junction Railway, and terminating by a junction with the private railway of the Easton Estate and Mining Company, Limited :
3. A railway (No. 3), 3 furlongs and 8.50 chains in length, commencing by a junction with the Northampton and Banbury Junction Railway, and terminating at or near the point of termination of Railway No. 1 by this Act authorised :
4. A railway (No. 4), 3 miles 5 furlongs and 3.30 chains in length, commencing by a junction with Railways No. 1 and No. 3, by this Act authorised, at or near their common point of termination, and terminating at a point about 180 yards eastward from the point at which the stream forming the boundary between the parishes of Stoke Bruern and Roade is carried by a culvert under the public road from Stoney Stratford through Roade to Northampton :
5. A railway (No. 5), 6 miles 1 furlong and 8.40 chains in length, commencing by a junction with Railway No. 4, by this Act authorised, at its termination, and terminating by a junction with the Bedford and Northampton Railway :
6. A railway (No. 6), 3 furlongs and 2.10 chains in length, commencing by a junction with Railway No. 4, by this Act authorised, at its termination, and terminating by a junction with the London and North-western Railway near Roade station :
7. A railway (No. 7), 2 furlongs and 0.90 chains in length, commencing by a junction with Railway No. 5, by this Act

A.D. 1879.

authorised, and terminating by a junction with the Bedford and Northampton Railway :

8. A railway (No. 8), 3 furlongs and 5.10 chains in length, commencing by a junction with Railway No. 4, by this Act authorised, and terminating near the Grand Junction Canal, to the south-eastward of the southern end of the Blisworth tunnel on that canal.

Special provisions as to
Railway
No. 1.

6. The Company shall not commence the construction of Railway No. 1 until after the expiration of eighteen calendar months from the passing of this Act without the consent in writing of the Northampton and Banbury Junction Railway Company (in this Act called "the Northampton Company"), under their common seal, and if within the said period of eighteen calendar months the Northampton Company, by writing under their common seal, give notice to the Company that they are willing that a second line of rails shall be laid down upon so much of the railway of the Northampton Company as lies between the junction with that railway of the East and West Junction Railway and the intended junction therewith of the Railway No. 2 by this Act authorised (which part of the railway of the Northampton Company is herein-after referred to as "the Towcester Section"), the following provisions shall have effect; that is to say,

(A.) The Company shall not construct Railway No. 1, or any part thereof :

(B.) The Northampton Company shall at their own expense, within two years and a half from the passing of this Act, lay down a second line of rails upon the Towcester Section, and execute all such other works as may be necessary and convenient for affording a through communication by means of a double line of rails upon the Towcester Section between the East and West Junction Railway and Railway No. 2 by this Act authorised, and for accommodating the traffic on the Towcester Section, and the existing and any future stations thereon :

(c.) The Northampton Company shall at their own expense lay down such additional rails, and provide such additional signals, points, and other works and conveniences, at, or near, or in connexion with the junction between the East and West Junction Railway and the railway of the Northampton Company as may be necessary and convenient for the free and uninterrupted passage of traffic between the East and West Junction Railway and the

double line of rails of which the Towcester Section will consist: A.D. 1879.

(D.) The works, matters, and things provided for by the foregoing paragraphs (B.) and (C.) shall be executed, done, and completed to the reasonable satisfaction of the engineer for the time being of the Company, and according to plans, specifications, and estimates to be previously submitted to and approved by him in writing: Provided that if such engineer shall not have expressed his approval or disapproval of the said plans, specifications, and estimates within one month after the same shall have been submitted to him, he shall be deemed to have approved thereof; and if any difference shall arise between the principal engineers of the Company and of the Northampton Company, as to such plans, specifications, or estimates, such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers, or, failing agreement, to be appointed by the President of the Institution of Civil Engineers, on the application of either Company:

(E.) If within the last-mentioned period of two years and a half such works, matters, and things are not executed, done, and completed by the Northampton Company in accordance with the foregoing provisions, the Company may from time to time, when and so soon as they shall have expended one half of the estimated cost of the works to be executed by them or shall have completed their railway between the North-western Railway at Roade and the Towcester Section, whichever event shall first happen, enter upon the railway, lands, works, and property of the Northampton Company, and execute, do, or complete, as the case may be, such works, matters, and things by their workmen, servants, and contractors, and the costs, charges, and expenses thereof shall be repaid by the Northampton Company to the Company, together with interest at five per centum per annum until repayment:

(F.) The Company and any company or persons for the time being working or using the railways of the Company, or any part thereof, either by agreement or otherwise, may run over and use with their engines, carriages, and waggons, officers, and servants, whether in charge of

A.D. 1879.

engines and trains, or for any other purpose whatsoever, and for the purposes of traffic of every description the Towcester Section (including the additional rails and works thereon, or in connexion therewith, to be laid down and provided in accordance with this section), and all existing and future stations, roads, platforms, points, signals, water, water engines, engine sheds, standing room for engines, booking and other offices, warehouses, sidings, junctions, machinery, works, and conveniences of or connected with the said portion of railway and stations (all which stations, works, and conveniences are herein-after in this section included under the expression "the Towcester Section"); and as regards traffic conveyed by them the Company may demand and take the same tolls and charges upon and in respect of the Towcester Section as they would be entitled to take if the Towcester Section were part of the railways by this Act authorised :

- (G.) The Company shall from time to time be at liberty, without any reference whatever to the Northampton Company, to fix the rates, tolls, and charges to be demanded and taken for traffic of every description passing over the Towcester Section between the East and West Junction Railway and the railways for the time being of the Company, or from or to any of such last-mentioned railways, and any station or stations for the time being on the Towcester Section :
- (H.) A joint committee, with a standing arbitrator, shall be constituted as herein-after provided for the purpose of managing the Towcester Section and regulating the use thereof by the Company and the Northampton Company respectively :
- (I.) The joint committee or the standing arbitrator, as the case may be, shall from time to time prescribe and determine the terms and conditions (pecuniary or otherwise) and regulations upon and subject to which the Company shall for the time being be entitled to exercise their right under this section to run over and use the Towcester Section, and in prescribing and determining such pecuniary terms and conditions shall have regard to the outlay by the Northampton Company and the Company, or either of them ; in giving effect to the provisions of this section, and in prescribing and determining the terms and provisions (other than pecuniary) aforesaid, they and he

shall have regard to the relative importance of the traffic of the two companies passing or estimated to pass over the Towcester Section : A.D. 1879.

(J.) The Towcester Section shall be from time to time and at all times maintained by the Northampton Company in good and efficient working order under the direction and to the satisfaction of the joint committee or of the standing arbitrator, as the case may be, and if that company make default in executing any work or doing any matter or thing which the joint committee or the standing arbitrator shall direct them to execute or do for the purpose of such maintenance for seven days after notice in writing shall have been given to the Northampton Company by or on behalf of the Company requiring them to execute or do such work, matter, or thing, the Company may forthwith execute or do the same, and for that purpose may from time to time enter upon the railways, lands, works, and property of the Northampton Company, and the costs, charges, and expenses of executing or doing the same shall be repaid by the Northampton Company to the Company with interest at five per centum per annum until repayment :

(K.) All officers and servants of the Northampton Company and of the Company shall obey and conform to all or any rules, orders, regulations, and directions of the joint committee or the standing arbitrator, as the case may be, with reference to or in connexion with the management of the Towcester Section, and in case of default may be suspended or dismissed by the joint committee or the standing arbitrator :

(L.) Any difference between the Northampton Company and the Company with reference to any of the provisions of this section, or any matter or thing arising out of such provisions or otherwise, and which is not under this section to be otherwise determined, shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act, 1859. 22 & 23 Vict. c. 59.

7. The following provisions shall have effect with respect to the joint committee and the standing arbitrator referred to in the last preceding section : As to appointment, &c. of joint committee and standing arbitrator.

(A.) Within one year after the passing of this Act the directors of the Company shall nominate and appoint in writing, under the hand of their chairman or secretary, two

[Ch. ccxxiii.] *Easton Neston Mineral and* [42 & 43 VICT.]
Towcester, Roade, and Olney Junction Railway Act, 1879.

A.D. 1879.

persons, and the directors of the Northampton Company shall, within the same period, in like manner nominate and appoint two persons; and such four persons shall form the joint committee, and shall remain in office until they respectively die, resign, or are removed by the directors by whom they were nominated, and their places shall be filled or they may be re-appointed by the same means by which the original appointments were made, and all the powers vested in them by this Act may be exercised by them in the name of the committee:

- (B.) The two companies may from time to time in like manner at their pleasure remove the members of the committee so nominated by them respectively, and may in like manner respectively fill up the vacancies occurring among such members by removal, death, or resignation; and no act done by the committee shall be invalidated because of any alleged or real want of authority on the part of the said chairman or secretary to sign such appointment:
- (C.) The committee shall hold its meetings at such place as it may from time to time determine upon, and three shall be a quorum thereof, and the chairman of each meeting shall be elected alternately from the members representing each of the said companies if any such member be present at the commencement of such meeting, and unless otherwise unanimously agreed on at any such meeting, for that meeting, and (subject to the next following enactment) the proceedings of the committee shall be determined by a majority of the persons present, the chairman having only his original and not a casting vote:
- (D.) The committee shall, at their first meeting after the passing of this Act, and thereafter at their first meeting in every year, commencing the first day of January, appoint some person as arbitrator for the current or ensuing year; and if any question shall at any time arise in the committee concerning which question the member or members present representing the one company differ from the member or members present representing the other company, the matter in difference shall, if so desired by the member or members present representing either company, be from time to time referred to the said arbitrator, or in default of the appointment of such arbitrator by the

committee then to an arbitrator to be nominated by the Board of Trade on the application of either of the companies; and the arbitrator may, on application made to him by the members of the committee representing either of the said companies, attend at any meeting of the committee and summarily decide any such matter in difference, and he shall, if called upon to do so, determine by whom and in what share or proportion the costs of such reference to him shall be borne, and every award or decision of such arbitrator shall be final with respect to the matters submitted to him; and the said committee, or the Board of Trade, as the case may be, may fix the remuneration to be paid to such arbitrator: Provided always, that if any matter which may have been referred to the arbitrator shall be left undecided by him at the expiration of his year of office, the same matter shall be decided by the said arbitrator, and his decision shall be binding although he may no longer fill the said office.

A.D. 1879.

8. The following provisions shall have effect with respect to the construction of Railway No. 1 (if constructed) and of Railways Nos. 2 and 3 :

For protection of Northampton and Banbury Junction Railway Company.

(A.) Railway No. 1, if constructed, shall be carried over the Northampton and Banbury Junction Railway by means of a girder bridge having an opening of not less than thirty-three feet clear measured on the square, with a clear headway of fourteen feet six inches measured from the surface of the rails of the Northampton and Banbury Junction Railway :

(B.) The junction of Railway No. 2 with the single or, as the case may be, the double line of rails on the Towcester Section shall be made in accordance with the regulations of the Board of Trade at such a point as shall be agreed upon between the engineers of the two companies, or failing agreement be determined by an engineer to be appointed by the President of the Institute of Civil Engineers on the application of either company :

(C.) The junction of Railway No. 3 with the Northampton and Banbury Junction Railway shall be made (as far as possible) by means of the existing junction of the Easton Estate and Mining Company's Railway with the Northampton and Banbury Junction Railway, and in accordance with the regulations of the Board of Trade :

[Ch. ccxxiii.] *Easton Neston Minera, and* [42 & 43 VICT.]
Towcester, Roade, and Olney Junction Railway Act, 1879.

A.D. 1879.

- (D.) The said bridge, junctions, and works 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 Northampton Company, and according to plans and specifications to be previously submitted to such engineer and 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 same shall have been submitted to him he shall be deemed to have approved thereof:
- (E.) If any difference shall arise between the principal engineers of the Company and of the Northampton Company as to the reasonableness of such plans or specifications, such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers, or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either of such companies:
- (F.) The said bridge, junctions, and works shall be constructed and maintained by the Company in such manner that the traffic upon the Northampton and Banbury Junction 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 Northampton Company, and in all things at the expense of the Company:
- (G.) The Company shall bear and on demand pay to the Northampton Company all costs and expenses of the making, erection, construction, or alteration from time to time by that company of any signals which that company may find necessary to make, erect, construct, or alter owing to such crossing by means of the above-mentioned bridge, and also the maintenance of any additional signals:
- (H.) If by reason of the construction or maintenance of the said bridge, junctions, and works, or any of them, or the failure of any of the works, or of the maintenance thereof or otherwise, the Northampton and Banbury Junction Railway, or the works connected therewith, shall be injured, or the traffic thereon impeded, the Company shall compensate the Northampton 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 Northampton Company ten pounds for every hour during which such traffic shall be impeded: A.D. 1879.

- (I.) The Company shall also indemnify the Northampton Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their 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:
- (J.) The Company shall not acquire any estate or interest in the lands and property of the Northampton Company other than an easement or right of constructing or maintaining therein the works by this Act authorised:
- (K.) The amounts to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement.

9. With respect to the junctions and works by this Act authorised, where they will affect the East and West Junction Railway, the following provisions shall have effect; videlicet,

For protec-
tion of East
and West
Junction
Railway
Company.

- (1.) All junctions and works crossing or affecting the East and West Junction Railway shall be executed at the expense of the Company, under the superintendence and to the reasonable satisfaction of the principal engineer of the East and West Junction Railway Company, and according to plans and specifications to be previously submitted to such engineer and 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 same shall have been submitted to him, he shall be deemed to have approved thereof:
- (2.) The junctions and works shall be constructed and maintained so that the traffic upon the East and West Junction 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 East and West Junction Railway Company, and in all things at the expense of the Company:
- (3.) If by reason of the construction or maintenance of the junctions and works or any of them, or the failure of any of the works or of the maintenance thereof or otherwise,

A.D. 1879.

the East and West Junction Railway or the works connected therewith shall be injured or the traffic thereon impeded, the Company shall compensate the East and West Junction 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 East and West Junction Railway Company ten pounds for every hour during which such traffic shall be impeded :

- (4.) The Company shall also indemnify the East and West Junction Railway Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their 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 :
- (5.) The Company shall not acquire any estate or interest in the lands and property of the East and West Junction Railway Company other than an easement or right of constructing or maintaining therein the works by this Act authorised :
- (6.) The amounts to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement :
- (7.) The provisions of this section shall apply to and in the case of all junctions and works with or affecting the East and West Junction Railway, whether the same be made or executed or maintained by the Company or by the Northampton Company ; and if the same be made or executed or maintained by the Northampton Company this section shall be read and have effect, so far as relates to the junctions and works made, executed, or maintained as the case may be by the Northampton Company, as if that company were named in this section instead of the Company.

For the protection of the Grand Junction Canal.

10. Whereas Railway No. 4 by this Act authorised is intended to be carried across the southern end of the Blisworth tunnel on the Grand Junction Canal, in the parish of Stoke Bruern, and across the road numbered on the deposited plans 5 in that parish : And whereas Railway No. 8 is intended to be constructed in close proximity to the said Blisworth tunnel and the Grand Junction Canal, and it is expedient that the following provisions should be

made in relation to the proposed works : Be it therefore enacted as follows ; that is to say, A.D. 1879.

- (1.) Except as herein-after mentioned nothing in this Act contained shall take away, diminish, or affect any of the rights, privileges, or powers vested in the Company of Proprietors of the Grand Junction Canal (herein-after called "the canal company") nor shall anything herein contained as aforesaid compel the canal company to convey the fee simple of the land belonging to them over which any works by this Act authorised are to be constructed to the Company, but the same shall remain vested in the canal company, subject to the right of the Company and their successors for ever to construct and maintain the said works, and have, use, and possess such way and passage for the same as are hereby provided for, together with all rights and easements necessary for the due use and enjoyment of the same :
- (2.) The Company shall not, without the consent of the canal company under their common seal, make at the point of crossing the said tunnel any deviation from the level of Railway No. 4 as shown on the deposited sections by reason whereof the levels of the rails of the same railway shall be at a less height than thirty feet above the crown of the arch of the said tunnel, and the Company shall not in the construction, maintenance, or use of the said Railway No. 4 injure or interfere with the structure of the said tunnel or any works connected therewith :
- (3.) For the purpose of carrying the said Railway No. 4 over the road numbered on the deposited plans 5 in the parish of Stoke Bruern, the Company shall, unless otherwise agreed with the canal company, make and maintain a bridge of brick, stone, or iron, or any of those materials combined, over the said road, and such bridge shall be constructed so as to be carried over the said road by a single span of not less than twenty feet, measured at right angles to the face of the abutments, and so that no part of the underside of the said bridge shall be less than twelve feet clear above the surface of the road, and the rate of inclination of the said road (if altered) in passing under the said bridge shall in no place be steeper than one foot in twenty feet :
- (4.) The Company shall not, in the construction of either of the said railways, interfere with any air shaft in connexion

A.D. 1879.

with the said tunnel, or execute any works within a distance of fifteen yards from any such shaft or from any part thereof :

- (5.) The Company shall not, without the consent of the canal company under their common seal, enter upon, take, or use any of the land or property belonging to the canal company numbered on the deposited plans 22, 24, 25, and 26, in the said parish of Stoke Bruern, for the purposes of the said Railway No. 8, and the Company shall not without such consent as aforesaid make any deviation from the centre line of that railway as delineated on the deposited plans so as to bring the said railway nearer than ten yards to any part of the said tunnel, or nearer to the water edge of the Grand Junction Canal, and shall not, in the construction, maintenance, or use of the said Railway No. 8, injure or interfere with the structure of the said tunnel, or any works connected therewith, or cause any obstruction or interruption to the navigation of the said canal, or the traffic thereon ; and all works in connexion with such railway shall be carried out according to plans and specifications to be submitted to and to be subject to the reasonable approval of the engineer for the time being of the canal company previous to the commencement of the works, and such works shall be commenced, carried on, and completed under the superintendence and to the reasonable satisfaction of such engineer ; and the Company shall from time to time pay to the canal company on demand all costs and expenses incurred by them in or about such superintendence, and the canal company may recover the same in any court of competent jurisdiction :
- (6.) If by reason of the construction, maintenance, or use of the said railways, or either of them, any injury or interference shall at any time hereafter be occasioned to the structure of the said tunnel or any works connected therewith, the Company shall forthwith, under the superintendence (at the cost of the Company) and to the reasonable satisfaction of the engineer for the time being of the canal company, restore the same to as good a state as before the happening of such injury or interference, and, on their failing so to do, the canal company may restore the same and recover the costs and expenses thereof from the Company in any court of competent jurisdiction ; and if by reason of any

such injury or interference as last aforesaid, or in the execution of any of the works by this Act authorised, or in consequence of any act, neglect, or omission of the Company, or their agents, contractors, servants, or workmen, the navigation of the said canal or the passage along the towing-path thereof shall be obstructed or interrupted or the traffic thereon impeded, then and in any and every such case the Company shall pay to the canal company the sum of ten pounds as and for liquidated damages for every hour during which any and every such obstruction, interruption, or impediment shall continue after notice thereof shall have been given by any officer or agent of the canal company to the Company or their secretary; and if any such obstruction, interruption, or impediment shall continue for the space of more than seventy-two consecutive hours after such notice, or shall be caused by the wilful act, neglect, omission, or otherwise on the part of the Company, or of any of their agents, contractors, servants, or workmen, then and in every such case the Company shall pay to the canal company the sum of twenty pounds, as and for liquidated damages, for every hour during which such obstruction, interruption, or impediment shall continue:

A.D. 1879.

- (7.) Nothing in this Act contained shall extend to prevent the canal company from recovering beyond the amount of such liquidated damages, or to prevent any other persons whomsoever using or navigating the said canal from recovering from the Company any special damage that may be sustained by them, or any of them, or that they or any of them may be liable to pay or shall pay for or in consequence of any injury to or interference with the said tunnel or works connected therewith, or for or in consequence of any obstruction, interruption, or impediment to the navigation of the said canal or the traffic thereon as aforesaid; and the canal company and such other persons are hereby authorised to sue for and recover such liquidated and special damages in any court of competent jurisdiction.

11. In constructing and maintaining the junctions and works by this Act authorised, where they will affect the Midland Railway, the Company shall be subject to the following conditions; videlicet,

For protection of Midland Railway Company.

- (1.) All junctions and works crossing or affecting the Midland Railway or the Bedford and Northampton Railway shall

A.D. 1879.

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

- (2.) The junctions and works shall be constructed and maintained so that the traffic upon the Midland 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:
- (3.) If by reason of the construction or maintenance of the junctions and works, or any of them, or the failure of any of the works, or of the maintenance thereof, or otherwise, the Midland Railway, 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:
- (4.) The Company shall also indemnify the Midland Railway Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their 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:
- (5.) The Company shall not acquire any estate or interest in the lands and property of the Midland Railway Company other than an easement or right of constructing or maintaining therein the works by this Act authorised:
- (6.) The amounts to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement.

12. The following provisions shall be binding and obligatory on the Company, and they shall conform thereto : A.D. 1879.

—
For pro-
tection of
the London
and North-
western
Railway
Company.

(1.) The Railway No. 5 shall be carried over the London and North-western Railway and its lands adjoining thereto by means of a girder-bridge having an opening of not less than seventy feet clear, measured on the square, with a clear headway of fifteen feet throughout, measured from the surface of the rails of the London and North-western Railway; and the said bridge shall be constructed in such position and according to plans and specifications and of such materials as shall be reasonably approved by and under the superintendence and to the satisfaction of the principal engineer of the London and North-western Railway Company, and in all things at the expense of the Company. The said railway and works shall be so carried over and executed by and in such means and manner only as not to interfere with the free, uninterrupted, and safe user of the railway of that company or the working of the traffic thereon :

(2.) The Company shall at all times maintain the bridge and other works for such crossing in substantial repair and good order, to the reasonable satisfaction in all respects of such principal engineer, and if and whenever the Company fails so to do the London and North-western Railway Company may make or do in and upon as well the lands of the Company as their own lands all such works and things as that company may reasonably think requisite in that behalf, and the sum certified by such engineer to be the reasonable amount of such expenditure shall be repaid to that company by the Company, and in default of payment may be recovered from the Company with full costs in any court of competent jurisdiction :

(3.) The junction of the Railway No. 6 with the London and North-western Railway shall be made only by the means of a single line with the westernmost siding of that railway at the Roade Station, at such a point as shall be agreed upon between the respective principal engineers of the two companies, or failing agreement be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either company :

(4.) The Company shall not, without in every case obtaining the previous consent of the London and North-western

A.D. 1879.

Railway Company under their common seal, take, use, or interfere with any of the lands or property from time to time belonging to or in the possession or under the power of that company, except only such part or parts thereof as it shall be necessary for the Company to take, use, or interfere with for making and maintaining the works by which according to this enactment the Railway No. 5 is so to be carried over the said railway and the junction of the Railway No. 6 so as to effect the said junction as aforesaid and the lands on the west side of the said westernmost siding :

- (5.) The Company shall not purchase and take any lands and property of the London and North-western Railway Company, but they may purchase and take, and that company may and shall sell and grant accordingly, an easement or right of using such lands and property for the purposes for which but for this enactment the Company might purchase and take the same :
- (6.) The Company shall bear and on demand pay to the London and North-western Railway Company all reasonable expenses of the employment by them, during the construction of the works for such proposed crossing, of a sufficient number of inspectors and watchmen to be appointed by that company for watching their works and property with reference to and during the execution of such works of the Company, and for preventing as far as may be all interference, danger, and accident from any of the operations or from the acts or defaults of the Company, or of their contractors, or any persons in the employment of the Company, or of their contractors with reference thereto, or otherwise, and also of the making, erection, reconstruction, alteration, and maintenance from time to time by that Company of any signals which they may find necessary to make erect, reconstruct, or alter owing to such crossing :
- (7.) 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 of any persons in the employ of the Company, or of their contractors or otherwise, any of the works or property of the London and North-western Railway Company, or any passenger or other traffic on their railway, shall be injured or damaged, such injury or

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

- (8.) The amount to be paid by the Company for the acquisition of any such easement shall, in case of difference, be settled by arbitration in the manner provided by the Lands Clauses Consolidation Act, 1845, for the purchase of lands otherwise than by agreement :
- (9.) If any difference shall arise between the principal engineers of the Company and of the London and North-western Railway Company as to the reasonableness of such plans or specifications, such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers, or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either of such companies :
- (10.) Nothing in this Act contained shall prejudice, take away, diminish, or interfere with any of the property, rights, interests, powers, and privileges of the London and North-western Railway Company otherwise than is herein expressly provided.

13. The capital of the Company shall be two hundred and twenty thousand pounds in twenty-two thousand shares of ten pounds each. Capital.

14. 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. Shares not to issue until one-fifth part paid up.

15. 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 Calls.

A.D. 1879. — shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

16. 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.

17. 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.

Dividends on half shares.

18. 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 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.

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

19. 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.

Half shares to be registered and certificates issued.

20. 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.

A.D. 1879.

21. 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 in certificates.

22. The provisions of the Companies Clauses Consolidation Act, 1845, 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 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.

Forfeiture of preferred half shares.

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

Preferred half shares not to be cancelled or surrendered.

24. 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 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.

Half shares to be half shares in capital.

25. The Company may from time to time borrow on mortgage any sum not exceeding in the whole seventy thousand three hundred pounds, but no part thereof shall be borrowed until the whole capital of two hundred and twenty thousand pounds is issued and accepted, 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 such 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 in such capital has been paid on account thereof before or at the time of the issue or

Power to borrow on mortgage.

[Ch. ccxxiii.] *Easton Neston Mineral and* [42 & 43 VICT.]
Towcester, Roade, and Olney Junction Railway Act, 1879.

A.D. 1879. — acceptance thereof, and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was 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.

As to ap-
pointment of
receiver.

26. 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. 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 seven thousand pounds in the whole.

Debenture
stock.

27. 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 at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application
of moneys.

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

First
ordinary
meeting.

29. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Number of
directors.

30. The number of directors shall be six, but the Company may from time to time reduce the number provided that the number be not less than four.

Qualification
of directors.

31. The qualification of a director shall be the possession in his own right of not less than twenty shares.

Quorum.

32. The quorum of a meeting of directors shall be three.

First
directors.

33. Sir Thomas George Fermor Hesketh, Baronet, Frederick Gretton, Edwin Wellington Simpkin, John Princep, Alfred Barratt, and Samuel Lloyd 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 any of them, or may elect a new body of

Election of
directors.

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 in person or by 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. A.D. 1879.

34. 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 five acres. Lands for extraordinary purposes.

35. 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. Period for compulsory purchase of lands.

36. Whereas, pursuant to the standing orders of both Houses of Parliament, and to an Act passed in the session of Parliament held in the ninth and tenth years of Her present Majesty, chapter twenty, the sum of ten thousand seven hundred and thirty-three pounds new three pounds per centum Consolidated Bank Annuities, being at the price at which the same were purchased equal to five per centum upon the amount of the estimate in respect of the railways authorised by this Act, has been transferred into the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act (which sum is in this Act referred to as "the deposit fund"): Be it enacted that, notwithstanding anything contained in the said recited Act, but subject to the other provisions of this Act, the deposit fund, or the balance thereof as the case may be, shall not be 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 or is 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 railways hereby authorised to be made, open the said railways for the public conveyance of passengers: Provided that if within such period as aforesaid the Company open any portion of the said railways for the public

A.D. 1879.

conveyance of passengers, then on production of a certificate of the Board of Trade, specifying the length of the portion of the said railways 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 said railways so opened bears to the entire length of the said railways hereby authorised, the Court shall, on the application of the depositors, order the said portion of the deposit fund so specified in such certificate as aforesaid to be transferred to them, or as they shall direct, and the certificate of the Board of Trade shall, if signed by the secretary or by an assistant secretary of the said Board, 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 recited Act to the contrary notwithstanding.

Application
of deposit.

37. If the Company do not, previously to the expiration of the period limited by this Act for the completion of the railways hereby authorised to be made, complete the said railways (including Railway No. 1, if the powers of the Company to construct that railway are not determined as herein-before provided,) and open the same for the public conveyance of passengers, then in every such case the deposit fund, or so much thereof as shall not have been re-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 may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment, of the said 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 may seem fit, and if no such compensation shall be payable, or if a portion of the deposit fund shall have been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund or the balance thereof, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and shall accordingly be transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order, on the application of the Solicitor to 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 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 shall have been re-transferred 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 depositors.

A.D. 1879.

38. If under the provisions herein-before contained the powers of the Company to construct Railway No. 1 be determined by reason of the Northampton Company giving such notice to the Company as herein-before provided, the Court may and shall, on the application of the depositors by petition in a summary way at any time after the giving of such notice, order that the sum of two thousand and eighty pounds Consolidated Bank Annuities, part of the deposit fund, and representing five per centum on the estimate for Railway No. 1, and the interest and dividends thereon, shall be transferred to the depositors or to any other person or persons whom the depositors may appoint in that behalf.

Release of part of deposit fund if powers to make Railway No. 1 are determined.

39. If the railways are 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 railways, 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.

40. The Company may demand and take in respect of the use of the railways 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 :

Class 1. For every person conveyed in a first-class carriage, per mile twopence :

Class 2. For every person conveyed in a second-class carriage, per mile one penny halfpenny :

Class 3. For every person conveyed in a third-class carriage, per mile one penny :

Class 4. For every horse, mule, or ass, or other beast of draught or burden conveyed in or upon any carriage, per mile twopence :

Class 5. For every ox, cow, bull, or neat cattle conveyed in or upon any carriage, per mile one penny halfpenny :

[Ch. ccxxiii.] *Easton Neston Mineral and* [42 & 43 VICT.]
Towcester, Roade, and Olney Junction Railway Act, 1879.

A.D. 1879.

Class 6. For every calf, pig, sheep, or lamb, or other small animal conveyed in or upon any carriage, per mile one halfpenny.

In respect of goods conveyed on the railway :

Class 7. For all coals, coke, culm, slack, cannel, cinders, lime, limestone, sand, clay (except fire-clay), chalk, dung, compost, and all sorts of common manure, and all undressed materials for the repair of highways, clay, ironstone, and iron ore, per ton per mile one penny :

Class 8. For all pig iron, bar iron, and all other similar descriptions of iron and iron castings not manufactured into utensils or other articles of merchandise, undressed stones for building, pitching, and paving, bricks, tiles, common slates, fire-clay, charcoal, bats, copper, tin, lead, and other ores, per ton per mile one penny halfpenny :

Class 9. For all sugar, grain, corn, flour, potatoes, guano, and artificial manures, hides (dried and salted), dyewoods, timber, staves, and deal, metals (except iron), tinned plates, nails, anvils, vices, hoop iron, sheet iron, and chains, per ton per mile twopence :

Class 10. For lace, furs, silk, drapery, millinery, china, glass, cotton, wool, manufactured goods, drugs, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile threepence.

In respect of carriages conveyed on the railway :

Class 11. 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, if having more than two wheels, per mile fourpence, and if having only two wheels, threepence, and for every additional quarter of a ton up to four tons which any such carriage weighs, one penny per mile in addition if such carriage have more than two wheels, and three farthings per mile in addition if the same have only two wheels.

Tolls for
carriages, &c.

41. For carriages supplied by the Company the Company may (in addition to the other tolls by this Act authorised) demand and take for or in respect of goods, articles, matters, or things, persons, or animals comprised in either of the classes herein-before specified, any tolls not exceeding the tolls next herein-after mentioned in

connexion with the class in which such goods, articles, matters, or things, persons, or animals are respectively comprised; (to wit,) A.D. 1879.

- For Class 1. For each person, per mile one penny :
- For Class 2. For each person, per mile three farthings :
- For Class 3. For each person, per mile one halfpenny :
- For Class 4. For each animal, per mile one penny :
- For Class 5. For each animal, per mile one penny :
- For Class 6. For each animal, per mile one halfpenny :
- For Class 7. Per ton per mile one halfpenny :
- For Class 8. Per ton per mile one halfpenny :
- For Class 9. Per ton per mile three farthings :
- For Class 10. Per ton per mile one penny :
- For Class 11. For each carriage, per mile twopence.

42. The tolls 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. Tolls for propelling power.

43. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act; (that is to say,) Regulations as to tolls.

For all passengers, animals, or goods conveyed on the railway for a less distance than four miles, the Company may demand tolls and charges as for four miles :

For a fraction of a mile beyond four miles or beyond any greater number of miles, the Company may demand tolls and charges on 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; and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile :

For a fraction of a ton the Company may demand tolls 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 in proportion for any smaller quantity.

A.D. 1879.
Tolls for
small parcels
and single
articles of
great weight.

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

For the carriage of small parcels on the railway :

For any parcel not exceeding seven pounds in weight, threepence :

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

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

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight, ninepence :

For any parcel exceeding fifty-six pounds and not exceeding one hundred weight, three shillings; and for every additional one hundred weight beyond one hundred weight up to five hundred weight, ninepence :

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 on the railway :

For the carriage of any single thing the weight of which, including the carriage, exceeds four tons but does not exceed eight tons, the Company may demand and take any sum not exceeding sixpence a ton a mile :

For the carriage of any single thing the weight of which, with the carriage, exceeds eight tons, the Company may demand and take any sum they think fit.

Maximum
rates for
passengers.

45. The maximum rate of charges to be made by the Company for the conveyance of passengers upon the railways, including the tolls for the use of the railways, 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 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 per mile.

Maximum
rates for
animals and
goods.

46. 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 railways, including the tolls for the use of the railway, and for waggons or trucks and locomotive power, and for 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,)

A.D. 1879.

Class 4. For each animal, fourpence per mile :

Class 5. For each animal, twopence per mile :

Class 6. For every calf or pig, one penny per mile, and for every other small animal, three farthings per mile :

Class 7. One penny halfpenny per ton per mile :

Class 8. Twopence per ton per mile :

Class 9. Threepence per ton per mile :

Class 10. Fourpence per ton per mile :

Class 11. For every carriage, if having more than two wheels and not weighing more than one ton and a half, fivepence, and one penny farthing for every additional quarter of a ton, and if having only two wheels, fourpence per mile, and one penny for every additional quarter of a ton.

47. Provided also, that when a separate waggon or truck shall be retained by one person for the conveyance only of cattle or sheep belonging to him or under his charge, the aggregate of the tolls to be paid for such waggon or truck capable of containing six oxen or twenty-five sheep, and not containing more than that number, shall not exceed ninepence per mile.

Tolls for
separate
waggons.

48. 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.

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

Terminal
station.

50. 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

Foregoing
charges not
to apply to
special
trains.

A.D. 1879. appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company may take increased charges by agreement.

51. 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.

Power to use other railways.

52. The Company, and any company or persons for the time being working the railways of the Company, or any part thereof, either by agreement or otherwise, may run over, work, and use with their engines, carriages, and waggons, officers, and servants, whether in charge of engines and trains, or for any other purpose whatsoever, and for the purposes of traffic of every description, the railways herein-after mentioned; (that is to say,)

(A.) The East and West Junction Railway;

(B.) The Evesham, Redditch, and Stratford-upon-Avon Junction Railway;

and all stations, roads, platforms, points, signals, water, water-engines, engine-sheds, standing room for engines, booking and other offices, warehouses, sidings, junctions, machinery, works, and conveniences of or connected with the said railways and stations; and as regards traffic conveyed by them, the Company may demand and take the same tolls and charges upon and in respect of the said railways and stations as they would be entitled to take if such railways and stations were part of the railways by this Act authorised.

Terms of such user.

53. The terms, conditions, and regulations to be observed and fulfilled, and the tolls, charges, rent, or other consideration to be paid by the Company for and in respect of the use of such railways, stations, works, and conveniences, shall be such as are from time to time agreed upon between them and the companies, or any or either of them, owning the said respective railways, stations, works, and conveniences, or failing such agreement as may from time to time be determined by an arbitrator to be appointed by the Board of Trade on the application of any or either of the companies interested, and the cost of the arbitration shall be in his discretion, and the decisions of such arbitrator shall be final and binding on all parties.

Power to other companies to

54. The two companies, and each of them, and any company or persons for the time being working the railways of the two

companies, or either of them, or any part thereof, either by agreement or otherwise, may run over and use with their engines, carriages, and waggons, officers, and servants, whether in charge of engines and trains, or for any other purpose whatsoever, and for the purposes of traffic of every description, the railways by this Act authorised and (if Railway No. 1 be not made) the Towcester Section as herein-before defined of the Northampton and Banbury Junction Railway, including the second line of rails to be laid thereon as herein-before provided, and all stations, roads, platforms, points, signals, water, water-engines, engine-sheds, standing room for engines, booking and other offices, warehouses, sidings, junctions, machinery, works, and conveniences of or connected with the railways or the said Towcester Section and stations; and as regards traffic conveyed by them, the two companies and each of them may demand and take the same tolls and charges upon and in respect of the railways and the said Towcester Section and stations as by this Act the Company are authorised to demand and take upon and in respect thereof respectively.

A.D. 1879.
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use the railways by this Act authorised.

55. The terms, conditions, and regulations to be observed and fulfilled, and the tolls, charges, rent, or other consideration to be paid by the two companies, and each of them, for and in respect of the use of the railways and of the said Towcester Section, and the said stations, works, and conveniences, shall be such as are from time to time agreed upon between the companies interested, or failing such agreement as may from time to time be determined by an arbitrator to be appointed by the Board of Trade on the application of any or either of the companies interested, and the cost of the arbitration shall be in his discretion, and the decisions of such arbitrator shall be final and binding on all parties.

Terms of such user.

56. The Company and the East and West Junction 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 agreements with respect to the following purposes, or any of them; (that is to say,)

Power to enter into traffic arrangements. 36 & 37 Vict. c. 73.

The working, use, management, and maintenance by the contracting companies, or any or either of them, of their railways and works, or any part or parts thereof respectively :

The management, regulation, interchange, collection, transmission, and delivery of traffic upon or coming from or destined for the railways of the contracting companies, or any or either of them :

A.D. 1879.

The supply and maintenance under any agreement for the railway being worked and used by the contracting companies, or any or either of them, of engines, stock, and plant necessary for the purposes of such agreement and the employment of officers and servants for the conduct of traffic :

The fixing, collection, payment, appropriation, apportionment, and distribution of the tolls, rates, income, and profits arising from the respective railways and works of the contracting companies, or any or either of them, or any part thereof.

Tolls on traffic conveyed partly on the railways and partly on other railways.

57. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railways, or any part thereof, by any other company or companies, the railways of the Company and of such other company or companies 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 railways of the Company and partly on the railways of such other company or companies for a less distance than four miles, tolls and charges may only be charged as for four miles; and in respect of passengers, for every mile or fraction of a mile beyond four 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 four 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 railways of the Company and partly on the railways of such other company or companies.

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 interest or dividend to any shareholder on the amount of the 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 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.

59. 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.

60. Nothing in this Act contained shall exempt the Company or the railways 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.

A.D. 1879.
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Company not exempt from provisions of present or future general Railway Acts.

61. 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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