

The Acton and Brentford Railway Act, 1865.

provided: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title. 1. This Act may for all Purposes be cited as "*The Acton and Brentford Railway Act, 1865.*"

8 & 9 Vict. cc. 16., 18., & 20.,
23 & 24 Vict. c. 106., and
26 & 27 Vict. c. 92. incorporated.
2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Parts I. and III. of "The Railways Clauses Act, 1863" (relating to the Construction of a Railway and to working Agreements), save so far as any of the Clauses and Provisions of those Acts respectively are varied or excepted by or are inconsistent with this Act, are incorporated with this Act.

Same Meaning of Words in this Act as in incorporated Acts.
3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context: Provided that the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act 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.

Incorporation of Company.
4. *Peter Davey, Horatio Grosvenor Day, James Montgomrey, and Daniel Rutter*, and all other Persons or Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, or take Shares in the Capital of the Company, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purposes of the Undertaking by this Act authorized, and for those Purposes are by this Act incorporated by the Name of "*the Acton and Brentford Railway Company,*" and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, sell, and otherwise dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act, and to exercise the other Powers by this Act conferred upon them.

Capital. 5. The Capital of the Company shall be Ninety thousand Pounds in Nine thousand Shares of Ten Pounds each.

6. It

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6. It shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum, not being less than One Fifth Part of the Amount of such Share, shall have been paid up in respect thereof. Shares not to issue until One Fifth paid up.

7. Two Pounds a Share shall be the greatest Amount of any One Call, and Three Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls in any One Year on any Share. Calls.

8. When the whole of the Capital of Ninety thousand Pounds has been subscribed, and One Half thereof paid up, the Company may borrow on Mortgage any further Sum or Sums of Money not exceeding in the whole Thirty thousand Pounds, but no Part of such last-mentioned Sum of Thirty thousand Pounds shall be borrowed until the whole of the said Capital of Ninety thousand Pounds shall have been *bonâ fide* subscribed and issued, and One Half thereof paid up, and the Company shall have proved to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the said Capital of Ninety thousand Pounds has been subscribed for *bonâ fide* and issued, and One Half thereof has been paid up, and that not less than One Fifth of the Amount of each Share has been paid on Issue of the same, and that such Shares are held by the Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, of which Proof having been given the Certificate of the Justice under that Section shall be sufficient Evidence. Power to borrow on Mortgage.

9. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Three thousand Pounds. Arrears may be enforced by Appointment of a Receiver.

10. All and every Part of the Monies by this Act authorized to be raised by the Company by Shares and by borrowing respectively shall be applied only to the Purposes of this Act. Application of Monies.

11. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* and *August*, or such other Months as the Directors shall from Time to Time appoint. First Ordinary Meeting of the Company.

12. The

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Newspapers
for Adver-
tisements.

12. The Newspapers for Advertisements shall be any Newspapers published and circulated in the County of *Middlesex*.

Number and
Qualification
of Directors.

13. The Number of Directors shall be Five, and the Qualification of a Director shall be the Possession in his own Right of not less than Twenty Shares in the Undertaking.

Quorum of
Directors.

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

First Direc-
tors.

15. *Peter Davey, Horatio Grosvenor Day, James Montgomrey, Daniel Rutter, and George Wyatt* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company after the passing of this Act.

Election of
Directors at
Firstordi-
nary Meet-
ing.

16. At the First Ordinary Meeting of the Company the Shareholders present, personally or by proxy, may continue in Office the First Directors, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the First Directors appointed as aforesaid being eligible to be elected as Members of such new Body.

Subsequent
Election of
Directors.

17. At the First Ordinary Meeting to be held every Year after the Year in which the First General Meeting shall be held the Shareholders present, personally or by proxy, shall 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 the Manner provided by "The Companies Clauses Consolidation Act, 1845."

Powers for
compulsory
Purchases
limited.

18. 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 after the passing of this Act.

Lands for ex-
traordinary
Purposes.

19. The Company by Agreement from Time to Time may purchase any Quantity of Land not exceeding in the whole Two Acres for any of the extraordinary Purposes expressed in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act.

Period for
Completion
of Railway
and Works.

20. The Railway shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for making the same respectively, or otherwise in relation thereto, shall cease to be exercised except as to so much of the same respectively as is then completed.

21. Subject

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21. Subject to the Provisions of this Act and of the Acts and Parts of Acts incorporated herewith, the Company from Time to Time may make the several Works by this Act authorized in the Lines and according to the Levels respectively shown on the deposited Plans and Sections, and enter upon, take, and use the Lands delineated on those Plans and described in the deposited Books of Reference as are necessary for such Purposes.

Power to make Works authorized by Act.

22. The Works by this Act authorized comprise the following Railway, with all proper Stations, Sidings, Bridges, Roads, Approaches, or Communications, and other incidental Works and Conveniences; (that is to say,)

Works authorized.

A Railway commencing in the Parish of *Acton* by a Junction with the *Great Western* Railway, and terminating in the Parish of *Isleworth* by a Junction with the *Great Western* and *Brentford* Railway.

23. The Railway by this Act authorized, and all the Stations, Sidings, Works, and Conveniences connected therewith, may be constructed and completed of such Gauge and according to such Mode of Construction as shall admit of the same being worked and used upon the Gauge of Seven Feet, as well as upon the Gauge of Four Feet Eight Inches and Half an Inch.

Gauge of Railway.

24. Notwithstanding anything herein or in the incorporated Acts contained, it shall not be lawful for the Company nor any Person acting under or in execution of this Act, to enter upon, occupy, or use, either permanently or temporarily, any of the Lands, Works, or Property of the *Great Western* Railway Company, or in any Manner to alter, vary, or interfere with their Railway or Works, without the Consent of that Company under their Common Seal, save only for the Purpose of effecting the Junction and Communication by this Act authorized.

Not to take Lands or interfere with Railway of *Great Western* Company except for Purpose of Junction.

25. Whereas the Railway is intended to be carried over the *Grand Junction* Canal at a Point in the Parish of *Isleworth* in the County of *Middlesex* about One hundred and twenty Yards Westward of the Bridge over the said Canal numbered 207, and it is expedient to make Provisions in respect thereof: Therefore, 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 who are herein-after referred to as the "*Grand Junction* Canal Company," which Expression, as herein-after used, shall be held to mean the said Company of Proprietors; and the Company shall not, without the Consent of the *Grand Junction* Canal Company under their

Saving Rights of *Grand Junction* Canal Company.

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Common Seal, alter the Line or Level of the said Canal or of the Towing-path thereof, or obstruct or impede the Navigation of the said Canal, or divert, intercept, cut off, take, use, or diminish any of the Waters of or in the said Canal, or which may be taken for the Use of or which supply the said Canal, or injure or interfere with any of the Works of the said Canal, or take or use, except as hereinafter mentioned, any Part of the said Canal, or of the Towing-path, Locks, Feeders, Lay-byes, Wharves, Warehouses, Banks, Bridges, or other Works connected with the said Canal, or any Land belonging to the *Grand Junction* Canal Company; and the Company shall not, without such Consent as aforesaid, make at the Point of crossing of the said Canal, or on any of the Lands belonging to the *Grand Junction* Canal Company, any Deviation from the Course or Direction of the Railway as delineated on the deposited Plans, by which Deviation any Wharf, Warehouses, Locks, Lock Houses, or Side Ponds, Towing-path, Bridges, Banks, or Feeders, or any other Works belonging to the *Grand Junction* Canal Company, or any Part thereof respectively, shall be taken, used, or damaged; and nothing herein contained shall compel the *Grand Junction* Canal Company to convey the Fee Simple of the Land belonging to them over which the Railway is intended to pass to the Company, but the same shall remain vested in the *Grand Junction* Canal Company, subject, nevertheless, to the Right of the Company and their Successors for ever to construct and maintain the Railway, and have, use, and possess such Way and Passage for the Railway, by means of a Bridge over the said Canal, as are hereby provided for, together with all Rights and Easements necessary to the due Use and Enjoyment of the same.

Construction
of Bridge
over Grand
Junction
Canal.

26. For the Purpose of carrying the Railway over the *Grand Junction* Canal, the Company shall, notwithstanding anything in this Act contained, make and maintain a Bridge of Brick, Stone, or Iron over the said Canal and the Towing-path thereof, and no Part of the Soffit or Underside of the Bridge shall be less than Fifteen Feet clear above the Top-water Level of the said Canal at the Point where the Railway is carried over the said Canal; and the Bridge shall be constructed so as to be carried over the whole of the said Canal and the Towing-path thereof as at present existing, and other Property adjoining thereto in which the *Grand Junction* Canal Company are interested, by a single Span, so as to leave a clear uniform and uninterrupted Opening over the same: Provided always, that the Company shall not be required to make the Bridge over such Canal, Towing-path, and other Property of a greater Span than Sixty Feet, measured at Right Angles to the Face of the Abutments thereof, and the present Line of the Waterway and Towing-path shall not be altered or obstructed; and all the before-mentioned Works shall be carried

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carried on and completed in such Manner as that no Obstruction shall be caused to the Boats or Barges navigating the said Canal or the Horses towing such Boats or Barges; and the Company shall, during the Progress of constructing the Bridge and the Works connected therewith, and of any necessary Repairs thereof, at all Times leave an open and uninterrupted navigable Waterway in the said Canal of not less than Twenty-one Feet in Width of Water, with Six Feet for the Towing-path, and Ten Feet in Height.

27. The Bridge, and all the Works connected therewith, shall be constructed and for ever thereafter maintained in good substantial and Water-tight Repair by the Company, and so far as relates to all necessary Precautions for the Safety of the *Grand Junction* Canal and the Towing-path thereof, the Water in the said Canal, and the Works connected with the said Canal, and for preserving a free and uninterrupted Passage along the said Canal and Towing-path, the Bridge and all the Works connected therewith, and all future Repairs thereof that may be required from Time to Time, shall be constructed and performed according to Plans to be submitted to and subject to the reasonable Approval of the Engineer for the Time being of the *Grand Junction* Canal Company previously to the Commencement of the Works, which shall be commenced, carried on, and completed under the Superintendence and to the reasonable Satisfaction of such Engineer; and in case, during the Progress of the Bridge or of any of the Works, any Damage shall be occasioned to the said Canal, Towing-path, or Works thereof respectively, the Company shall, under such Superintendence and to such reasonable Satisfaction as aforesaid, restore the same to the same State and Condition as before the happening of any such Damage; and if the Bridge, or any of the Works connected therewith, or any Part thereof, shall be imperfectly constructed, or if at any Time or Times thereafter the Bridge or any Part thereof shall be out of repair, or if in sinking the Foundations for the Abutments of the Bridge or the Works connected therewith, or otherwise, any Loss of Water or any Obstruction of the Navigation of the said Canal shall occur, and Notice thereof in Writing shall be given by any Officer or Agent of the *Grand Junction* Canal Company to the Company, or their Secretary or other Officer, and the Company shall not for the Space of Fourteen Days after such Notice shall have been given, or forthwith if the Nature of the Case shall require it, well, sufficiently, and effectually amend such Construction, or repair such Bridge or Works, or prevent such Loss of Water, or remove such Obstruction, as the Case may be, under such Superintendence and to such reasonable Satisfaction as aforesaid, and complete the same with all reasonable Expedition, it shall be lawful for the *Grand Junction* Canal Company from Time to Time to make good such Construction, to perform such Repairs, to prevent such Loss of Waters,

As to Mode
of Construc-
tion of
Bridge, and
Time for its
Completion.

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Waters, or to remove such Obstruction, as the Case may require, and the Company shall from Time to Time pay to the *Grand Junction Canal Company*, within Fourteen Days after Demand, all the Costs and Expenses which may be incurred by them from Time to Time in and about the Superintendence and the Construction of all the herein-before mentioned Works and Repairs, and the Bridge and all the Works connected therewith shall be completed within the Period of Twelve Months from the Day on which the same shall be commenced; and if the Bridge and the Works connected therewith shall not be completed within that Period, the Company shall forfeit and pay to the *Grand Junction Canal Company*, as liquidated Damages, the Sum of Twenty Pounds for every Day after the Expiration of that Period until the Bridge and the Works connected therewith shall be completed.

Penalty for causing Loss of Water or Obstruction to the Navigation of the Grand Junction Canal.

28. If in the Execution of any of the Works by this Act authorized to be made, or by reason or in consequence of any Act, Neglect, or Omission of the Company, or of their Agents, Servants, or Workmen, or if in sinking the Foundations of the Abutments of the Bridge, or in consequence of any of the Works when made, the Water of the said Canal shall leak, escape, or run to waste from the said Canal, the Company shall pay to the *Grand Junction Canal Company* the Sum of Ten Pounds as liquidated Damages for every reasonably estimated Nine thousand Cubic Feet of Water which shall so have leaked, escaped, or run to waste, and in the same Proportion for any greater or less Quantity; and if, in consequence or by reason of any of the Circumstances or Causes aforesaid, the Navigation of the *Grand Junction Canal* or the Passage along the Towing-path thereof shall be so obstructed or interrupted as that Boats or Barges navigating the said Canal, or the Horses towing such Boats or Barges, shall be impeded in their Passage, or shall not be able to pass uninterruptedly along the said Canal or Towing-path, or either of them, then and in any and every such Case the Company shall pay to the *Grand Junction Canal Company* the Sum of Ten Pounds as liquidated Damages for every Hour during which any and every such Obstruction or Interruption shall continue, after Notice thereof shall have been given by any Officer or Agent of the *Grand Junction Canal Company* to the Company, or their Secretary or other Officer; but if any such Obstruction or Interruption shall continue for the Space of more than Seventy-two consecutive Hours after such Notice, or shall be caused by any wilful Act, Neglect, or Omission on the Part of the Company, or of any of their Agents, Servants, or Workmen, then and in every such Case the Company shall pay to the *Grand Junction Canal Company* the Sum of Twenty Pounds as liquidated Damages for every Hour during which such Obstruction or Interruption shall continue.

29. Nothing

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29. Nothing herein contained shall extend to prevent the *Grand Junction Canal Company* from recovering beyond the Amount of such liquidated Damages aforesaid, or to prevent any Owner of Boats or Barges, or any other Person whomsoever using or navigating the *Grand Junction 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 on account or by reason or in consequence of the wilful Acts, Neglects, or Defaults of the Company, or in consequence of the flowing or Escape of the Water out of the said Canal, if the same shall be caused or happen by reason of the making or maintaining of the Railway, or of the Bridge or of the Works connected therewith, and the *Grand Junction Canal Company* and any such Owner or other Person are hereby authorized to sue for and recover such liquidated and special Damages in any Court of competent Jurisdiction.

Grand Junction Canal Company and others not to be precluded from recovering special Damages.

30. Whereas it is proposed to carry the Railway by this Act authorized under certain Turnpike Roads 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 make the Inclinations of such Roads when altered steeper than One Foot in Fifty Feet; and the Company shall make and for ever thereafter keep, repair, and maintain the Bridges under the said Roads long enough to preserve the present Width of the said Turnpike Roads and Footpaths, and not less wide than Forty Feet, measured on the Square; 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 said Roads on each Side of the said Bridges, and also from the Four Ends of such Parapet Walls, screen Walls, or close Fences for One hundred and fifty Feet in continuation of such Parapet Walls along both Sides of the said Roads, and shall restore the same Roads and Footpaths in the same Line as at present, and shall form so much thereof as hard Roads, and so much as Footpaths, and shall form them of such Materials and of such Quantity and Quality of each Material as shall be required by the General Surveyor of the said Commissioners, and shall set over the said Bridges, and for One hundred Feet on each Side thereof, Granite Curbs at the Edges of the Footpaths by the Sides of the said Roads, and shall restore all Drains that may be interfered with, or substitute others, so that the said Roads may be effectually drained to the Satisfaction of the said General Surveyor; 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.

Regulating the crossing under the Metropolis Turnpike Roads.

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Notice to be given to the Surveyor of the Commencement of the Works, who may require a temporary Road.

31. It shall not be lawful for the Company to commence any Works in any way interfering with the said Turnpike Roads respectively 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 sufficient Roads temporarily to be made by the Company, instead of the Roads to be interfered with, then the Company shall make and substitute such sufficient temporary Roads before they interfere with the existing Roads, and shall maintain the same until the Restoration of the existing Roads, and be liable to the same Penalties for failing to make, and after Notice to maintain, such substituted Roads as is and are provided by "The Railways Clauses Consolidation Act, 1845," with respect to substituted Roads and the Failure to make the same; and, unless such temporary Roads shall be required, the Company shall, during the making of the Bridge, and the lowering or raising, as the Case may be, of the Roads, at all Times keep open and uninterrupted for the Traffic of the Public a clear Width of Twenty-five Feet of the present Roads, and One Footpath, and all necessary Measures of Precaution for the public Safety during the Progress of the Works of the Railway, and of lowering or raising the Roads, 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 lowering or raising the Roads, and restore and give to the Public the uninterrupted Use of the Roads and Footpaths so lowered or raised as aforesaid within Six Months from the Day on which the same respectively 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 maintain and repair any Works according to the Provisions herein-before contained, and the Company shall not, 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

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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.

32. It shall be lawful for the said Commissioners and Company to agree with each other for the carrying of the said Roads, or either of them, under or over the Railway in any other Manner than is herein-before mentioned or provided for, and 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.

Alterations
may be made
in the Works
with the
Consent of
the Com-
missioners.

33. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to the Act of the Session of the Ninth and Tenth Years of the Reign of Her present Majesty, Chapter Twenty, the Sum of Six thousand four hundred Pounds has been deposited with the Court of Chancery with respect to the Application to Parliament for this Act, being Eight *per Centum* upon Eighty thousand Pounds, the estimated Cost of the proposed Railway: Therefore, notwithstanding anything in that Act, the Sum so deposited, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such a Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons, or the Majority of the Persons, named in the Warrant or Order lodged in pursuance of that Act, or the Survivors or Survivor of them, unless the Company, before the Expiration of the Period limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half; and if that Period expire before the Company either open the Railway for the public Conveyance of Passengers, or give the aforesaid Proof to the Satisfaction of the Board of Trade, the Sum so deposited, and the Interest and Dividends thereof, shall immediately from and after the Expiration of that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the Sum so deposited be

Bond for
Completion
of Railway

executed

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executed by the Company, with One or more Sureties, (the Bond to be prepared to the Satisfaction of, and the Surety or Sureties to be approved by, the Solicitor to the Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum so deposited if the Company do not within the Time limited for the Completion of the Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of that Capital, and if the Bond be deposited with the Solicitor to the Treasury, then that Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons, or the Majority of the Persons, named in the Warrant or Order, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed; and the Monies recovered on the Bond shall be dealt with in like Manner as the deposited Sum of Money, and the Interest or Dividends thereof, would be dealt with under this Act if the Bond were not so executed and deposited; and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

34. It shall be lawful for the Company to demand and take any Tolls for the Use of the Railway not exceeding the following; (that is to say,)

Tonnage on Articles of Merchandise.

In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, 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 provided by the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

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 similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per Ton per Mile* not exceeding One Penny; and if conveyed in Carriages provided by the Company, an additional Sum *per Ton per Mile* not exceeding Three Farthings:

Class 3. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Nails, Anvils, Vices, and Chains, *per Ton per Mile* not exceeding Twopence; and if conveyed

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conveyed in Carriages provided by the Company, an additional Sum *per Ton per Mile* not exceeding Three Farthings :

Class 4. For all Cotton and other Wools, Drugs, manufactured Goods, Fish, and all other Wares, Merchandise, Articles, Matters, or Things, *per Ton per Mile* not exceeding Three-pence; and if conveyed in Carriages provided by the Company, an additional Sum *per Ton per Mile* not exceeding One Penny :

Class 5. 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 and conveyed on a Truck or Platform belonging to the Company, *per Mile* not exceeding Sixpence; and a 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 may weigh.

In respect of Animals conveyed in Carriages upon the Railway :

Tolls for
Animals.

Class 6. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any Carriage belonging to the Company, *per Mile* not exceeding Threepence :

Class 7. For every Ox, Cow, Bull, or Head of Neat Cattle conveyed in or upon any Carriage belonging to the Company, *per Mile* not exceeding Twopence :

Class 8. For every Calf or Pig, Sheep, Lamb, or other small Animal conveyed in or upon any Carriage, *per Mile* not exceeding One Penny Halfpenny; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per Mile* not exceeding One Halfpenny.

In respect of Passengers conveyed in Carriages upon the Railway :

Tolls for
Passengers.

For every Person conveyed in or upon any Carriage, *per Mile* not exceeding Twopence; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per Mile* not exceeding One Penny Halfpenny.

35. The Toll which the Company may demand and take for the Use of Engines for drawing or propelling Carriages on the Railway shall not exceed 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 authorized to be taken.

Tolls for
propelling
Power.

36. The maximum Charges to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway, and of Carriages and for locomotive Power,
[Local.] 57 K and
Maximum
Charges for
Passengers.

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and for every other Expense incidental to such Conveyance, shall not exceed the following Rates; (that is to say,)

For every Passenger conveyed in a First-class Carriage, Three-pence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, Two-pence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny Farthing *per* Mile.

Passengers
Luggage.

37. Every Passenger travelling by 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.

Restriction
as to Charges
not to apply
to Special
Trains.

38. The Restrictions as to the Charges to be made for Passengers do not extend to any Special Train that is required to run on the Railway, but apply only to the Ordinary and Express Trains from Time to Time appointed by the Company for the Conveyance of Passengers, Animals, and Things on the Railway.

Maximum
Charges for
Goods and
Animals.

39. The maximum Rate of Charge to be made by the Company for the Conveyance of Goods and Animals, including the Tolls for the Use of the Railway, and Waggons or Trucks and locomotive Power, and every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of 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 following Sums; (that is to say,)

For all Articles comprised in Class 1, *per* Ton *per* Mile One Penny Halfpenny:

For all Articles comprised in Class 2, *per* Ton *per* Mile One Penny Halfpenny:

For all Articles comprised in Class 3, *per* Ton *per* Mile Three-pence:

For all Articles comprised in Class 4, *per* Ton *per* Mile Threepence Halfpenny:

For every Carriage comprised in Class 5, and not weighing more than One Ton, carried and conveyed on a Truck or Platform, *per* Mile Sixpence; and for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton beyond One Ton which
any

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any such Carriage may weigh, the further Sum of One Penny Halfpenny *per* Mile :

For every Animal comprised in Class 6, *per* Mile Fourpence :

For every Animal comprised in Class 7, *per* Mile Twopence :

For every Animal comprised in Class 8, *per* Mile One Penny Halfpenny.

40. The following Provisions and Regulations shall be applicable to the fixing of such Tolls ; (that is to say,) Regulations as to Tolls.

In respect of Passengers, Animals, and Articles conveyed upon 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, with respect to Goods, Minerals, and Animals, demand Tolls for such Fraction in proportion to the Numbers 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 with respect to Passengers, every Fraction of a Mile beyond Four Miles, or any greater Number of Miles, shall be deemed 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 deemed 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 greater or smaller Quantity.

41. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand and take any Tolls not exceeding the Tolls following ; (that is to say,) Tolls for small Parcels and single Articles of great Weight.

For the Carriage of small Parcels on the Railway, or any Part thereof, as follows :

If not exceeding Seven Pounds in Weight, Threepence :

If exceeding Seven Pounds in Weight, but not exceeding Fourteen Pounds in Weight, Fivepence :

If exceeding Fourteen Pounds in Weight, but not exceeding Twenty-eight Pounds in Weight, Sevenpence :

If exceeding Twenty-eight Pounds in Weight, but not exceeding Fifty-six Pounds in Weight, Ninepence :

If

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If exceeding Fifty-six Pounds in Weight, but not exceeding One hundred and twelve Pounds in Weight, One Shilling and Fourpence :

If exceeding One hundred and twelve Pounds in Weight, but not exceeding Two hundred and fifty Pounds in Weight, One Shilling and Eightpence :

And for Parcels exceeding Two hundred and fifty Pounds in Weight, but not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they think fit :

Provided always, that Articles sent in large aggregate Quantities, although made up 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 :

For the Carriage of any One Boiler, Cylinder, Bob, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage provided by the Company, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per Ton per Mile* :

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Definition of Terminal Station.

42. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Company may take increased Charges by Agreement.

43. Nothing in this Act contained shall prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of the Goods, either with respect to the Conveyance thereof, except small Parcels, by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

The Company and other Railway Companies to afford Traffic Facilities to each other.

44. The Company on the one hand, and the *Great Western* and the *Great Western and Brentford* Railway Companies respectively on the other hand, shall from Time to Time afford to each other all reasonable and proper Facilities for the due Interchange, Accommodation, Protection, and direct and speedy Transmission of, and shall accordingly interchange, accommodate, protect, or directly and speedily transmit on their respective Railways, or any Part thereof, any Traffic passing or intended to pass over their own and each others Railways respectively, and which is from Time to Time tendered to the

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the Company, or the respective Railway Company, for Transmission on their own respective Railways, or any Part thereof.

45. All such Facilities for the Interchange, Accommodation, Protection, and Transmission of Traffic shall be afforded by the Company and the respective Railway Companies herein-before mentioned, subject to such reasonable Rules and Regulations, and on Payment of such Tolls, Fares, Rates, and Charges, as the Company and such One of the several Railway Companies as are interested from Time to Time agree on, or (in default of Agreement) upon such Terms as an Arbitrator appointed by the Board of Trade shall direct.

Terms for
affording
Traffic
Facilities.

46. The Company on the one hand, and the *Great Western* and the *Great Western and Brentford* Railway Companies, or either of them, on the other hand, may from Time to Time after the passing of this Act enter into and carry into effect Agreements for any of the Purposes following; that is to say, first, the Maintenance, Management, working, and using by the *Great Western* and the *Great Western and Brentford* Railway Companies, or either of them, of the Railway and Works of the Company, and the Terms and Conditions thereof; second, the Interchange of Traffic between the Company and those Companies, and the Terms and Conditions for the same.

Power for
Company
and the other
Companies
to enter into
Agreements.

47. During the Continuance of any such Agreement, in estimating the Tolls and Charges to be paid in respect of Articles or Persons conveyed partly on the Railway of the Company and partly on the Railway of the before-mentioned Companies, or either of them, the Distances traversed shall be reckoned continuously as if the Railways were One Railway; and the Charges to be made in respect of the Railways so made continuous shall be the Tolls and Charges by this Act authorized; and if the Distance traversed by any such Traffic be for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles, and for each Mile or Fraction of a Mile beyond Four Miles as for One Mile in addition to such Four Miles for Passengers, and for each Quarter of a Mile or Fraction thereof beyond Four Miles as for a Quarter of a Mile in addition to such Four Miles for Animals, Minerals, or Goods; and no other Short-distance Charge than One for Four Miles shall be made for traversing the Railway of the Company and the Railway of the before-mentioned Companies, or either of them, when united together under the Provisions herein-before contained.

Railways
to be con-
tinuous.

48. The Company shall not, out of any Money by this Act authorized to be raised by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made on the

Interest not
to be paid
on Calls
paid up.

[Local.]

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Shares

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Shares held by him: Provided, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act.

Deposits for
future Bills
not to be
made out of
Capital.

49. The Company shall not, out of any Money by this Act authorized to be raised by Shares or by borrowing, pay or deposit any Sum of Money 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 authorizing the Company to make any other Railway, or execute any other Work or Undertaking.

Saving
Rights of
Companies.

50. Except only so far as is by this Act provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, Privileges, or Authorities of either of the Railway Companies named in this Act.

Railway not
exempt from
Provisions of
present and
future General
Acts.

51. Nothing in this Act shall exempt the Railway by this Act authorized from the Provisions of any General Act relating to Railways, or to 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or the Rates for small Parcels, by this Act authorized.

Expenses of
Act.

52. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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