

ANNO DECIMO QUARTO & DECIMO QUINTO

# VICTORIÆ REGINÆ.

## Cap. c.

An Act for making a Railway from the Loop Line of the Windsor, Staines, and South-western (Richmond to Windsor) Railway in the Parish of Ealing in the County of Middlesex to the London and North-western Railway in the Parish of Hammersmith in the said County, with a Branch, to be called "The North and South Western Junction Railway." [24th July 1851.]

HEREAS the making of a Railway from the Loop Line of the Windsor, Staines, and South-western (Richmond to Windsor) Railway in the Parish of Ealing in the County of Middlesex to the London and North-western Railway in the Parish of Hammersmith in the said County, with a Branch, to join the said Loop Line of the Windsor, Staines, and South-western (Richmond to Windsor) Railway in the said Parish of Ealing and County of Middlesex, would be of great public Advantage: And whereas the Persons herein-after named, with others, are willing, at their own Expense, to carry such Undertaking into execution; but the [Local.]

same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

Provisions of 8 & 9 Vict. cc. 16. 18. & 20. incorporated with this Act.

I. That "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall, so far as the same are not altered by or inconsistent with the Provisions herein-after contained, be incorporated with and form Part of this Act.

Short Title.

II. That in citing this Act in other Acts of Parliament, and in legal Documents of every Description, it shall be sufficient to use the Expression "The North and South Western Junction Railway Act, 1851."

Subscribers incorporated.

III. That William James Chaplin, Henry Charles Lacy, Ross Donnelly Mangles, Richard Creed, Thomas Hill, Thomas Robinson Davison, Henry Tootal, George Cooper, and Charles Jack, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining a Railway from the Loop Line of the Windsor, Staines, and South-western (Richmond) to Windsor) Railway in the Parish of Ealing in the County of Middlesex to the London and North-western Railway in the Parish of Hammersmith in the said County, with a Branch Railway, to join the said Loop Line of the Windsor, Staines, and South-western (Richmond to Windsor) Railway in the said Parish of Ealing in the said County of *Middlesex*, with proper Works and Conveniences connected therewith, according to the Provisions of the said recited Acts and of this Act, and for other the Purposes in this Act contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The North and South Western Junction Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purpose of the Undertaking, subject to the Restrictions herein and in the said recited Acts contained.

Capital.

IV. That the Capital of the Company shall be Fifty thousand Pounds, and shall be applicable only to the Objects and Purposes by this Act authorized, and the Expenses thereof.

V. That the Number of Shares into which the Capital shall be Number and divided shall be Five thousand, and the Amount of each Share shall be Ten Pounds.

Amount of

VI. That Two Pounds Ten Shillings per Share shall be the greatest Calls. Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls, and Four Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share.

VII. That it shall not be lawful for the said Company, out of any Interest not Money by this Act authorized to be raised by Calls in respect of to be paid on Shares or by the Evereise of one Development of the Evereise of the Development of the Evereise of the Evereise of the Development of the Evereise Shares, or by the Exercise of any Power of borrowing, to pay Interest up. or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in the "Companies Clauses Consolidation Act, 1845," in that Behalf contained.

VIII. That it shall not be lawful for the said Company, out of any Deposits for Money by this Act authorized to be raised for the Purposes thereof, to pay or deposit any Sum of Money which by any Standing Order paid out of of either House of Parliament, now in force or hereafter to be in the Comforce, may be required to be deposited in respect of any Application pany's Capital. to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway or execute any other Work or Undertaking.

future Bills not to be

IX. That it shall be lawful for the Company to borrow on Mort- Power to gage or Bond any Sums not exceeding in the whole the Sum of Money. Sixteen thousand six hundred and sixty-six Pounds; but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Fifty thousand Pounds shall have been subscribed for, and One Half thereof shall have been paid up: Provided always, that all and every Part of such Sum of Money so to be borrowed shall be applicable only to the Objects and Purposes by this Act authorized.

X. That the First Ordinary Meeting of the Company shall be held within Eight Months next after the passing of this Act; and the ings. subsequent Ordinary Meetings of the Company shall be held halfyearly on the First Day of February and the First Day of August, or within One Month before or after those Days respectively.

First and other Meet-

XI. That

Directors.

XI. That the Number of Directors shall be Nine, and the Qualification of a Director shall be the Possession in his own Right of Thirty Shares in the said Undertaking.

Power to vary the Number of Directors.

XII. That it shall be lawful for the Company to increase or reduce the Number of Directors, provided that the increased Number do not exceed Thirteen, and that the reduced Number be not less than Seven.

First Directors.

XIII. That William James Chaplin, Henry Charles Lacy, Ross Donnelly Mangles, Richard Creed, Thomas Hill, Thomas Robinson Davison, Henry Tootal, George Cooper, and Charles Jack shall be the First Directors of the said Company.

Election of Directors at First Ordinary Meeting.

XIV. That the Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, 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 Directors appointed by this Act being eligible as Members of such new Body.

Subsequent Election of Directors.

XV. That at the First Ordinary Meeting to be held in the next Year after the Year in which such last-mentioned Directors shall have been appointed or elected the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of Directors then retiring from Office, agreeably to the Provisions in the said Companies Clauses Consolidation Act contained; and the several Persons elected at any such Meeting, being neither removed or disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by the said Companies Clauses Consolidation Act.

Quorum of Directors.

XVI. That the Quorum of a Meeting of Directors shall be Four.

Committee of Directors.

XVII. That the Number of Directors of which the Committees appointed by the Directors shall consist shall be not less than Three nor more than Five; and the Quorum of such Committees shall be Two.

Advertisements. XVIII. That the Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be a Newspaper published in the County of *Middlesex*.

Power to make the Railway

XIX. And whereas Plans and Sections of the Railway, and also of the Branch herein-after described, showing the Lines and Levels thereof

thereof respectively, and also Books of Reference containing the according to Names of the Owners, Lessees, and Occupiers, or reputed Owners deposited Plans. and Lessees and Occupiers of the Lands through which the same' respectively are intended to pass, have been deposited with the Clerk of the Peace of the County of Middlesex: Be it enacted, That, subject to the Provisions in this and the said recited Acts contained,' it shall be lawful for the said Company to make and maintain the said Railway and Branch in the Lines and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels described on the said Section, and to enterupon, take, and use such of the said Lands as shall be necessary for; such Purpose. 

XX. That the said Railway shall commence by a Junction with Line of Railthe Loop Line of the Windsor, Staines, and South-western (Richmond Way. to Windsor) Railway in the Parish of Ealing in the County of Middlesex, and shall terminate by a Junction with the London and North-western Railway in the Parish of Hammersmith in the said; County; and the said Branch Railway shall commence from and out. of the last-mentioned intended Railway in the said Parish of Ealing, and shall terminate by a Junction with the said Loop Line of the Windsor, Staines, and South-western (Richmond to Windsor) Railway in the same Parish.

XXI. That, subject to the Provisions in the said Railways Clauses Certain Consolidation Act, 1845, it shall be lawful for the said Company to Roads may carry the said Railway across and to cross on the Level the several on the Level. Roads numbered in the Plans deposited as follows; (that is to say,) The Roads numbered 32 and 159 respectively in the Parish of

Acton.

XXII. That for the greater Convenience and Security of the Company to Public the Company shall erect and permanently maintain either a station or Station or Lodge at the Points where the Railway crosses the before- Lodge at mentioned Roads on the Level; and the said Company shall be subject to and shall abide by all such Rules and Regulations with to abide by regard to the crossing of such Roads on the Level, or with regard to Regulations the Speed at which Trains shall pass such Roads, as may from Time sioners of to Time be made by the Commissioners of Railways; and if the said Railways. Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

XXIII. That [Local.] 18 E

Points of crossing, and of Commis-

Commissioners of Railways may require Bridges to be erected in lieu of level Crossings.

XXIII. That it shall be lawful for the Commissioners of Railways, if it shall appear to them to be necessary for the Public Safety, at any Time, either before or after the Railway hereby authorized to be carried across the said Roads on the Level shall have been completed and opened for public Traffic, to require the Company, within such Time as the said Commissioners shall direct, and at the Expense of the Company, to carry any or either of the herein-before mentioned Roads either under or over the Railway by means of a Bridge or Arch, in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Commissioners best adapted for removing or diminishing the Danger arising from any such level Crossing.

Lands for extraordinary Purposes.

XXIV. That it shall be lawful for the said Company to purchase, in addition to the Lands herein-before authorized to be purchased by them for constructing the said Railway, any Quantity of Land not exceeding in the whole Twenty-five Acres for any of the extraordinary Purposes specified in the said Railways Clauses Consolidation Act.

Period for compulsory Purchase of Land limited.

XXV. That 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 Two Years from the passing of this Act.

Period for Completion of Works.

XXVI. That the Railway shall be completed within Four Years from the passing of this Act; and on the Expiration of such Period the Powers of this and the recited Acts granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Tolls.

XXVII. That it shall be lawful for the Company to demand any Tolls for the Use of the said Railway, not exceeding the following; (that is to say,)

On Articles of Merchan-dize.

In respect of the Tonnage of all Articles conveyed thereon or upon any Part thereof, and included within the following Classes:

Class 1. For all Coals, Coke, Culm, Charcoal, and Cinders, Compost, Dung, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways, 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 belonging to the Company, an additional Sum per Ton per Mile not exceeding One

One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum per Ton per Mile not exceeding One Halfpenny:

Class 2. For all Sugar, Grain, Corn, Flour, Fish, Hides, Dyewoods, Earthenware, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, per Ton per Mile not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum per Ton per Mile not exceeding One Halfpenny; and if propelled by any Engine belonging to the Company, a further Sum per Ton per Mile not exceeding One Halfpenny:

Class 3. For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, per Ton per Mile not exceeding Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum per Ton per Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum per Ton per Mile not exceeding One Penny:

Class 4. And for every Carriage, of whatever Description, (not being a Carriage adapted and used for travelling on a Railway, and not weighing more than Two Tons,) per Mile not exceeding Fourpence; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum per Mile not exceeding One Penny; and if propelled by an Engine belonging to the Company, a further Sum per Mile not exceeding One Penny; and the Sum of One Penny Halfpenny per Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum not exceeding One Halfpenny per Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons; and if propelled by an Engine belonging to the Company, a further Sum not exceeding One Halfpenny per Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons:

In respect of Animals conveyed in Carriages upon the Railway as On Animals, &c. follows:

Class 5. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, per Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum per Mile not exceeding One Penny; and if such Carriage be propelled by an Engine belonging to the said Company, an additional Sum per Mile not exceeding One Halfpenny:

- Class 6. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, the Sum of One Penny per Mile; and if conveyed in any Carriage belonging to the Company, an additional Sum per Mile not exceeding One Halfpenny; and if such Carriage be propelled by an Engine belonging to the Company, an additional Sum per Mile not exceeding One Halfpenny:
- Class 7. For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, per Mile not exceeding One Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum per Mile not exceeding One Farthing; and if propelled by an Engine belonging to the Company, an additional Sum per Mile not exceeding One Farthing:

Tolls for Passengers.

In respect of Passengers conveyed in Carriages upon the Railway as follows:

For every Person conveyed in or upon any such Carriage, per Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum per Mile not exceeding One Farthing; and if propelled by an Engine belonging to the Company, an additional Sum per Mile not exceeding One Farthing.

Regulations as to the Tolls.

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

For Articles or Persons conveyed on any Part of the Railway the Company may demand Tolls and Charges as for the whole Length of the Railway, except only in the Case of Third Class Passengers, who shall be charged the Distance only actually travelled:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so on in proportion for any smaller Quantity:

Tolls for small Parcels and Articles of great Weight.

That 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 the Tolls following; (that is to say,)

For

For the Carriage of small Parcels on the Railway as follows:

For any Parcel not exceeding Seven Pounds in Weight, Fourpence: For any Parcel not exceeding Fourteen Pounds in Weight, Eight-

pence:

For any Parcel not exceeding Twenty-eight Pounds in Weight, One Shilling and Fourpence:

For any Parcel not exceeding Fifty-six Pounds in Weight, Two Shillings:

And for Parcels exceeding Fifty-six Pounds in Weight, but not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they think fit:

That Articles sent in large aggregate Quantities, although made up of several 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, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons, but shall not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence per Ton per Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum per Ton per Mile not exceeding Fourpence; and if propelled by an Engine belonging to the Company, a further Sum per Ton per Mile not exceeding Threepence:

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

think fit.

XXIX. That every Passenger travelling upon the Railway may Passengers take with him his ordinary Luggage, not exceeding One hundred and Luggage. fifty 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.

XXX. That the maximum Rates of Charge to be made by the Maximum Company for the Conveyance of Passengers upon the Railway, Rates of Charges for including the Tolls for the Use of the Railway, and of Carriages, Passengers. and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Passenger conveyed in a First-class Carriage, the Sum of Twopence Halfpenny per Mile:

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For

For every Passenger conveyed in a Second-class Carriage, the Sum of One Penny Three Farthings per Mile:

For every Passenger conveyed in a Third-class Carriage, forming Part of a Mixed Train, the Sum of One Penny per Mile.

Maximum
Charges for
Goods and
Animals.

XXXI. That the maximum Rate of Charge to be made by the Company, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance (except the loading and unloading of Goods, when such Service is performed by the Company), shall not exceed the Amounts mentioned in the following Table; (that is to say,)

For the Matters herein-before mentioned under Class 1, not ex-

ceeding Twopence per Ton per Mile:

For the Matters mentioned under Class 2, not exceeding Twopence Halfpenny per Ton per Mile:

For the Matters mentioned under Class 3, not exceeding Three-

pence Halfpenny per Ton per Mile:

For any Carriage mentioned under Class 4, not weighing more than Two Tons, not exceeding Sixpence per Mile; and if weighing more than Two Tons, not exceeding Twopence per Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons:

For every thing mentioned under Class 5, not exceeding Fourpence per Mile:

For every thing mentioned under Class 6, not exceeding Twopence Halfpenny per Mile:

For every thing mentioned under Class 7, not exceeding One Penny per Mile.

Restriction as to Charges not to apply to Special Trains.

XXXII. That the Restriction as to the Charges to be made for Passengers shall not extend to any special or extra Train that may be required to be run upon the Railway, but shall apply only to the ordinary Trains appointed or to be appointed from Time to Time by the said Company for the Conveyance of Passengers and Goods upon the said Railway.

Company may take increased Charges by Agreement.

XXXIII. That nothing herein contained shall be held to prevent the said Company from taking any increased Charges, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either by reason of any special Service performed by the said Company in relation thereto, or in respect to the Conveyance of any Goods other than small Parcels by Passenger Trains, or in respect of the Conveyance of such Parcels by Express Trains.

XXXIV. That

XXXIV. That the Railway hereby authorized to communicate Communiwith the London and North-western Railway shall communicate cation of therewith at the respective Points where, according to the Plan depo- the London sited as in this Act mentioned, such Railway appears to communicate and Norththerewith, and at no other Point, without the Consent of the London and North-western Railway Company under their Common Seal; and that all Communications between the said Railway hereby autho- Construction rized and the said London and North-western Railway shall be effected of such Communications. in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction and laid in the Manner most approved from Time to Time, and to the entire Satisfaction of the principal Engineers for the Time being of the said London and Northwestern Railway.

Railway with western.

" XXXV. That the Expense of the Communications hereby autho- Communicarized with the London and North-western Railway, and of all necessary be made at Openings in the Rails thereof respectively, and of all other Works the Cost of which may from Time to Time be requisite for effecting, altering, the North amending, repairing, and maintaining such Rails and Points, and of Western regulating and adjusting the same, and also of keeping the same in Junction repair, shall be borne and paid by the North and South Western Junction Railway Company intended to be hereby incorporated; and that all such Communications, Openings, and other Works shall not to the Aponly be, in the first instance, made and done, but shall also from Engineer of Time to Time be altered, amended, repaired, and maintained to the the London reasonable Satisfaction of the Engineer for the Time being of the said western Rail-London and North-western Railway Company, on each Occasion and way Comin such Manner and Form, and by such Ways and Means as shall not pany. in anywise prejudice or injure the said London and North-western Railway Company, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the said Railway, and the Control and Management of all such Communications, Openings, and other Works shall be and the same is hereby vested exclusively in the London and North-western Railway Company.

Railway Company, and subject proval of the

XXXVI. That, notwithstanding anything in this Act contained, it Land not to shall not be lawful for the said North and South Western Junction be entered Railway Company, or for any other Company, or for any other Person for forming acting under or in execution of this Act, without the Consent of the Junction, said London and North-western Railway Company under their without Consent of Lon-Common Seal, either permanently or temporarily, to enter upon, take, don and or use any of the Land or Property of the said London and North- Western Railwestern Railway Company, or which they have Power to take or use way Comunder their respective Acts of Parliament, or in any Manner to alter, pany. vary, or interfere with the said London and North-western Railway,

upon except

or any of the Works appertaining thereto, save only for the Purpose of effecting the Junctions therewith by this Act authorized.

Saving
Rights of the
London and
Northwestern Railway Company.

XXXVII. That nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of or vested in or belonging to the said London and North-western Railway Company, but all their Rights, Privileges, Powers, and Authorities under their several Acts of Parliament and otherwise are hereby expressly saved and reserved.

Construction of Railway with reference to the Windsor, Staines, and Southwestern (Richmond to Windsor) Railway.

XXXVIII. That the Railway hereby authorized to communicate with the Loop Line of the Windsor, Staines, and South-western (Richmond to Windsor) Railway shall communicate therewith at the respective Points where, according to the Plan deposited as in this Act mentioned, such Railway appears to communicate therewith, and at no other Point, without the Consent of the London and Southwestern Railway Company under their Common Seal; and that all Communications between the said Railway hereby authorized, and the said Windsor, Staines, and South-western (Richmond to Windsor) Railway, shall be effected in a substantial and workmanlike Manner, by means of Connexion Rails and Points of the Construction and laid in the Manner most approved from Time to Time and to the entire Satisfaction of the principal Engineer for the Time being of the said London and South-western Railway Company.

Communications, &c. to be made at the Cost of the North and South Western Junction Railway Company, and subject to Approval of the Engineer of the London and Southwestern Railway Company.

XXXIX. That the Expenses of the Communications hereby authorized with the Windsor, Staines, and South-western (Richmond to Windsor) Railway, and of all necessary Openings in the Rails thereof respectively, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, and also of keeping the same in repair, shall be borne and paid by the North and South Western Junction Railway Company intended to be hereby incorporated; and that all such Communications, Openings, and other Works shall not only be in the first instance made and done, but shall also from Time to Time be altered, amended, repaired; and maintained, to the reasonable Satisfaction of the Engineer for the Time being of the said London and South-western Railway Company, on each Occasion, and in such Manner and Form, and by such Ways and Means as shall not in anywise prejudice or injure the said Windsor, Staines, and South-western (Richmond to Windsor) Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same; and the Control and Management of all such Communications, Openings, and other Works shall be and the same

same is hereby vested exclusively in the London and South-western Railway Company.

XL. That, notwithstanding anything in this Act contained, it shall Land not to not be lawful for the North and South Western Junction Railway Company, or for any other Company, or for any other Person acting for forming under or in execution of this Act, without the Consent of the said London and South-western Railway Company, under their Common Consent of Seal, either permanently or temporarily, to enter upon, take, or use London and any of the Land or Property of the said London and South-western South-Railway Company, or of the said Windsor, Staines, and South-western Railway (Richmond to Windsor) Railway Company, or which the same Com- Company. panies or either of them have Power to take or use, or in any Manner to alter, vary, or interfere with the said Windsor, Staines, and Southwestern (Richmond to Windsor) Railway, or any of the Works appertaining thereto, save only for the Purpose of effecting the Junctions therewith by this Act authorized.

be entered upon, except without western

XLI. That nothing in this Act contained shall prejudice, diminish, Saving Rights of the alter, or take away any of the Rights, Privileges, Powers, or Autho- London and rities of or vested in or belonging to the said London and South-Southwestern Railway Company, or the said Windsor, Staines, and South-Windsor, western (Richmond to Windsor) Railway Company, but all their Staines, and respective Rights, Privileges, Powers, and Authorities under the several Acts relating to the same Companies respectively and other- (Richmond wise are hereby expressly saved and reserved.

western, and Southwestern to Windsor) Railway Companies.

XLII. That, notwithstanding anything herein-before contained, no No Works to Work shall be done under the Powers of this Act which shall in any way interfere with any Sewers, Drains, or Watercourses under the Control of the Metropolitan Commissioners of Sewers, nor shall any new Sewers, Drains, or Watercourses, or Works of Drainage, be made fere with or done under the Powers of this Act, without the same shall have Controlofthe been previously approved by the said Metropolitan Commissioners of Metropolitan Sewers, and the same shall be carried on and completed under the ers of Sewers, Direction and Control of the said Commissioners and their Officers, without Conand thenceforth remain subject in all respects to the Jurisdiction of sent. the said Commissioners; and whenever any Embankment or Works of the said Company would intersect or interfere with any Sewer, Drain, or Watercourse under such Control of the said Commissioners, the said Company shall, before any such Embankment or Works shall be made or done, construct or cause to be constructed such proper Sewers or Works of Drainage, and also comply with such Orders and Regulations as the said Commissioners of Sewers may make to guard against Injury to the Drainage of the District; and that nothing in [Local.]

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be executed under this Act that shall inter-Works under Commission-

this

this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the said Commissioners of Sewers, but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed.

Saving tion Canal Company.

XLIII. And whereas the said Railway is intended to be carried Rights of the over the Grand Junction Canal in the Parish of Acton in the County Grand June- of Middlesex, and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said Canal or to the free Navigation thereof: Be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said Grand Junction Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or Towing-path thereto, or any Part thereof, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein or which supply the said Canal, or to injure any of the Works of the said Canal; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway delineated in the Map or Plan of the said Railway deposited with the Clerk of the Peace for the County of *Middlesex* by which Deviation any of the Wharfs, Warehouses, Locks, Lock-houses, Side Ponds, Towing-paths, Bridges, Banks, or Feeders, or any other Works belonging to the said Grand Junction Canal Company, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said Grand Junction Canal Company in Writing under their Common Seal first had and obtained.

Directing the Mode of constructing Bridge over the Grand Junction Canal.

XLIV. That in carrying the said Railway over the said Grand Junction Canal the said Railway Company shall and they are hereby required, at their own Expense, and to the Satisfaction of the Engineer for the Time being of the said Canal Company, to make and at all Times for ever thereafter to maintain and keep in perfect Repair a good and substantial Bridge over the said Canal and the Towing-path thereto, with proper Approaches to such Bridge, and the Soffit of such Bridge shall be at least Ten Feet above the Top-water Level of the said Canal at the Centre of the Waterway, and no Part of the Arch over the Towing-path shall be less than Eight Feet above the said Top-water Level of the said Canal, and such Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening of not less than Twenty-one Feet for the Waterway in the Middle or deep Part of the said Canal, or in such Place as should be directed by the Engineer or Surveyor for the Time being of the said Canal Company, and Nine Feet for the Towing-path under

under such Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing such Bridge over the said Grand Junction Canal, and of the necessary Repairs or Renewal thereof, from Time to Time and at all Times, to leave an ' open and uninterrupted navigable Waterway in the said Canal of not less than Sixteen Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments of the said Bridge, or Renewal or Repairs thereof, and of the new Towing-path along the same, up to One Foot above the Top-water Level of the said Canal, and which Time for constructing the said Waterway shall not exceed Thirty Days, nor shall less than Twenty-one Feet for the said Waterway and Nine Feet for the said Towing-path be left during the Remainder of the Period of constructing, repairing, or renewing such Bridge, and that the present Towing-path shall remain undisturbed until the new Towing-path Wall shall be erected, and the Ground made good and properly gravelled and open for the free Passage of Horses under such Bridge.

XLV. That if by reason of any Accident in the Execution of any In case of Obstruction of the Works by this Act authorized to be made, or by reason of the to Grand bad State of Repair of any such Works, or of the said Bridge over Junction the said Grand Junction Canal, or of any of the Slopes, Banks, or Canal. Walls of the said Railway near the said Canal, it shall happen that the main Line of the said Canal or the Towing-path thereof shall be so obstructed that Boats or other Vessels navigating or using the said Canal shall be impeded in their Passage, or shall not be able to pass along the same, or in case the navigable Waterway and Towing-path herein-before required to be preserved during the Progress of the Work shall at any Time be contracted to a less Width than herein is prescribed, then and in such Case the said Railway Company shall pay to the said Grand Junction Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Impediment shall continue, and so in proportion for any less Time than an Hour: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or Persons employed by the said Railway Company, the said Railway Company shall pay to the said Grand Junction Canal Company the Sum of Thirty Pounds for every Hour during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Secretary or any of the Directors of the said Railway Company, the said Grand Junction Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case, in any

of Her Majesty's Courts of Record at Westminster; and in case the Bridge to be erected for the said Railway over the said Grand Junction Canal, or the Towing-path Walls under the said Bridge, or the several Approaches, Side Slopes, or Banks of the said Railway next to the said Canal, or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said Grand Junction Canal Company to do the needful Repair, and to recover the Amount of the Expenses from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at Westminster: Provided also, that nothing herein contained shall extend to prevent the said Grand Junction Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company in respect of which the said Penalties are imposed beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and an Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the Grand Junction Canal Company, and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Grand Junction Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties after any Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

Regulating the crossing over the Metropolis Turnpike Road at Acton.

XLVI. And whereas it is intended to carry the said Railway by means of a Bridge over the Turnpike Road from London to Uxbridge near the Eastern End of the Village of Acton (being One of the Turnpike Roads under the Care of the Commissioners of the Metropolis Turnpike Roads North of the Thames, and in the Third District of such Metropolis Roads): Be it enacted, That it shall not be lawful to lower the Level of the said Metropolis Turnpike Road or any Part thereof; and that the said Bridge over the said Metropolis Turnpike Road, and the Footpath by the Side thereof, shall have a clear Height under such Bridge of not less than Sixteen Feet from the Surface of the said Road and every Part thereof, and of not less than Fourteen Feet

Feet from the Surface of the said Footpath and every Part thereof, and that the Abutments of such Bridge shall leave a clear Space of Forty Feet for the Width of the said Road and Footpath, and that the said Company shall preserve or restore the raised Footpath on the Side of the said Carriageway, and shall lay down Curbstones at the Edge of such Footpath, and shall form paved Water Channels between such Curbstones and the said Carriageway, and shall reconstruct all the Drains of the said Road, and that all such Works shall be done by and at the Expense of the said Company.

" XLVII. That in constructing the said Bridge and Works only One Only One Half of the Surface of the said Metropolis Turnpike Road over which Half of the Road to be the same shall be made shall be first interfered with, leaving the other interfered Half of the said Metropolis Turnpike Road for the Passage of the with at One Time. Public until such Time as it is certified in Writing by the said General Surveyor for the Time being that the Half first interfered with has been restored to a good and proper State for the Safety and Convenience of the Public, when it shall be lawful for the said Company to shut up the said other Half of the said Metropolis Turnpike Road; and that all such Measures of Precaution for the Public Safety during the Progress of the Works of the said Railway, including the fencing of the said Works, and lighting and watching the same by Night, shall be adopted by and at the Expense of the said Company, as shall from Time to Time be required in Writing by the said General Surveyor for the Time being; and that the said Road shall be restored in the same Line as the present Road, with no Deviation therefrom; and that the said Road, and the Footpath and paved Channels thereof respectively, shall be preserved or restored with such Materials, and of such Quantity and Quality of each Material, and in such Manner in all respects, as shall be directed or required in Writing by the said General Surveyor for the Time being.

XLVIII. That it shall not be lawful for the said Company to General Surcommence any Work or Works in any way connected with the veyor may require a crossing of the said Metropolis Turnpike Road until Fourteen Days temporary after the said Company shall have given Notice of their Intention to Road to be commence such Work or Works, and shall have delivered Plans and Drawings of the same to the General Surveyor for the Time being of the said Commissioners, and shall have explained in Writing to such General Surveyor in what Way it is proposed to carry on such Work or Works, and how far the carrying on of the same will interfere with the Safety and Convenience of the Passengers on the said Roads; and if the said General Surveyor shall thereupon require a sufficient Road to be made by the said Company instead of the Road interfered with, that then the said Company shall make and substitute such 18~Hsufficient [Local.]

substituted.

sufficient Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Road, and be liable to the same Penalties for failing to make, or after Notice to maintain such substituted Road, as is and are provided by the Railway Clauses Consolidation Act, 1845, with respect to the substituted Roads, and the Failure to make the same.

Works con. nected with such crossing to be completed within Six Months from the Commencement.

XLIX. That the said Company shall finish and complete, to the Satisfaction of the said General Surveyor for the Time being, the said Bridge, and restore and give to the Public the Use of the said Metropolis Turnpike Road and Footpath, and complete all other Works, Matters, and Things herein-before mentioned and required to be made or done by the said Company, within Six Months from the Day on which the said Metropolis Turnpike Road shall be first interfered with, or the Use of the same Road by the Public in any way interrupted.

Alterations may be made in Works, with Consent of Commissioners of Metropolis Roads.

L. That it shall be lawful for the said Commissioners and Company to agree with each other for the carrying of the said Railway over the said Metropolis Turnpike Road in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the said Company of all such Works, Matters, and Things as may be necessary or expedient for the Purposes aforesaid; and in case of any such Agreement it shall not be binding on the said Company to do such of the Works, Matters, and Things hereinbefore required to be done by them as shall be by the said Agreement. expressly dispensed with by the said Commissioners.

All Works connected with the Metropolis Roads to be constructed under Super-General Surveyor of the Commissioners.

LI. That the said Bridge, Metropolis Turnpike Road, Footpath, paved Water Channels, and all other Works connected with the crossing of the said Metropolis Turnpike Road, and also all Repairs and Renewals of the said Bridge and Works respectively which shall hereafter be made by the said Company, shall be constructed and intendence of made and formed under the Direction and Superintendence from Time to Time of the said General Surveyor for the Time being, and that the Plans and Designs for the said Bridge and the Works connected therewith (which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work), and the Materials of which the same shall be constructed, shall be such as shall be approved of by the said General Surveyor for the Time being; and in case, in the Construction of the said Bridge and Works or any of them, the said Company shall do or cause any Injury or Damage to the said Metropolis Turnpike Road or Footpath, or any Part thereof respectively, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the said General

General Surveyor for the Time being, or if by reason of the Construction of any of the Works hereby authorized or required to be constructed by the said Company any Alteration of the said Metropolis Turnpike Road or Footpath, or of the Drains or Sewers under the same, shall, in the Judgment of the said General Surveyor for the Time being, be rendered necessary, then and in any of such Cases it shall be lawful for the said General Surveyor to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expenses of such Repairs and Alterations shall be paid, on Demand, by the said Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at Westminster.

LII. That if and so often as the said Company shall fail to repair If Company and keep in good and complete Repair, to the Satisfaction of the said fail to keep General Surveyor for the Time being, the said Bridge, substituted repair, the Road, and other Works connected with crossing the said Metropolis Metropolis Turnpike Road or Footpath, and if, after Notice thereof given to the said Company by or on behalf of the said Commissioners of the Metropolis Turnpike Roads North of the Thames, the said Company the same, shall not for the Space of Three Days commence such Repair, and Expense to proceed therein with all reasonable Expedition until the same shall the Combe completed, it shall be lawful for the said Commissioners to proceed pany. to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be; and all the Costs, Charges, and Expenses incurred by the said Commissioners shall be paid, on Demand, by the said Company, or on Failure of Payment for Twenty-one Days after such Demand the same may be recovered from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at Westminster.

Works in Roads Commissioners may repair

LIII. That the Railway hereby authorized to be constructed shall Bridge over be carried over the Great Western Railway in the Parish of Acton the Great Western by means of a Bridge or Arch of not less than Thirty Feet Span Railway. measured on the square, and the Soffit of such Bridge or Arch shall be nowhere less than Sixteen Feet above the Level of the Rails of the said Railway; and, subject to the before-mentioned Restrictions, the said Bridge or Arch shall be constructed and formed to the Satisfaction of the Engineer for the Time being of the Great Western Railway Company, and the same shall for ever afterwards be maintained and kept in perfect Order and Repair, to the like Satisfaction, by and at

the Expense of the North and South Western Junction Railway Company.

Directing the Construction of an Arch if certain Works are executed.

LIV. And whereas under or by virtue of Two Acts of Parliament, intituled respectively "The Great Western Railway Amendment and Extensions Act, 1847," and "The Great Western (West London Widening and Branches) Railway Act, 1847," the Great Western Railway Company are authorized to make and construct a certain Railway or Railways and other Works in the Parish of Acton in the said County of Middlesex: Be it enacted, That in case the said Railway or Railways and other Works should be so made and constructed in the said Parish of Acton by the said Great Western Railway Company, under the Powers and Authorities now vested in them under or by virtue of the Act or Acts herein-before referred to, the said North and South Western Junction Railway Company shall, at their own Cost and Expense, construct an Arch or Opening for the Purposes of such Railway or Railways as aforesaid, under the Railway hereby authorized to be constructed, and that such Arch or Opening shall be of Thirty Feet Span and Sixteen Feet in Height.

Company, with Consent of Parisha certain Footpath, making in lieu thereof a raised Footpath upon Road adjoining.

LV. That in carrying the said Railway through a certain Field "called or known by the Name of Church Field in the Parish of Acton it shall be lawful for the said Company and they are hereby emmay stop up powered and required, by and with the Consent of the Parishioners of the said Parish in Vestry assembled, and by and with the Consent of the respective Owners, Lessees, and Occupiers interested in the Paths or Roads herein-after named, to stop up and permanently close the Footpath leading across the said Church Field from Acton to East. Acton, and numbered 141 in the said Parish on the said deposited Plans, and in the event of the said Footpath being so stopped as aforesaid to make in lieu thereof a good raised Path, proper and suitable for Foot Passengers, to the Satisfaction of the Surveyor of Highways for the Time being of the said Parish, on the Road also leading across the said Field, and numbered 121 in the said Parish on the said Plans, such Path to commence from the Western Side of the said Railway where it is intended to cross the said last-mentioned Road, and to be continued to the Gates now forming the Entrance into the said Church Field from Acton aforesaid, and that on such Footpath being made in lieu of the one so to be stopped up as aforesaid such new Footpath shall be for ever thereafter maintained by and at the Cost and Expense of the said Parish of Acton in such and the like Manner as and no further than they are now by Law required to repair the present Footpath existing in the same Place which is so to be raised and made as aforesaid.

LVI. And whereas it is proposed in the first instance to lay down a Single Line single Line of Rails on the said Railway, but it is the Intention of the Company to purchase Land and to construct the Bridges of Dimensions sufficient to admit hereafter of a double Line of Rails ditioned that being laid down throughout the whole Line of Railway: Be it therefore enacted, That if at any Time after Twelve Months from the opening of the Railway to the Public it shall appear to the Commissioners of Railways that an additional Line of Rails is required for by Commisthe Accommodation of the Public using the Railway, then and in sioners of such Case the Company shall and they are hereby required, upon receiving an Order in Writing to that Effect from the said Commissioners, to lay down such additional Line of Rails, and to execute all other necessary Works for effecting such Purpose, within such reasonable Time as shall be fixed by the said Commissioners, having reference to the Extent of the Works to be executed under such Order; and if such Order shall be made, and the Works thereby required to be done shall not be executed within the Time specified in such Order, - it shall not be lawful for the Company to take any Toll or Fare for the Use of the said Railway until the Works required to be made by such Order shall have been completed.

of Rails may be first laid down, con-Company prepare to lay down double Line when ordered

LVII. And whereas an Act was passed in the Second Year of the Railway and Reign of Her present Majesty, intituled An Act to provide for the Company to be subject to Conveyance of the Mails by Railway; and another Act was passed in Provisions of the Fourth Year of the Reign of Her said Majesty, intituled An Act 1 & 2 Vict. for regulating Railways; and another Act was passed in the Sixth 3 & 4 Vict, Year of the Reign of Her said Majesty, intituled An Act for the better c. 97. Regulation of Railways, and for the Conveyance of Troops; and 5 & 6 Vict. another Act was passed in the Eighth Year of the Reign of Her said 7 & 8 Vict. Majesty, intituled An Act to attach certain Conditions to the Con- c. 85., and 9 & 10 Vict. struction of future Railways authorized or to be authorized by any cc.57.& 105. Act of the present or succeeding Sessions of Parliament in relation to Railways; and Two other Acts were passed in the 9th and 10th Years of the Reign of Her said Majesty, respectively intituled An Act for constituting Commissioners of Railways, and An Act for regulating the Gauge of Railways: Be it enacted, That nothing in this Act contained shall be held to exempt the said Railway or the said Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect of the said Railway and Company so far as the same shall be applicable thereto.

LVIII. That nothing herein contained shall be deemed or con-Railway not strued to exempt the Railway by this Act authorized to be made Provisions of from the Provisions of any General Act relating to this Act, or of future Geany General Act relating to Railways, or to the better and more neral Acts. [Local.] impartial 18~I

## 14° & 15° VICTORIÆ, Cap.c.

The North and South Western Junction Railway Act, 1851.

impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present 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 of the Rates for small Parcels, authorized by this Act.

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