



ANNO DECIMO QUARTO & DECIMO QUINTO

# VICTORIÆ REGINÆ.

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## *Cap. xciv.*

An Act for enabling the *South Staffordshire Railway Company* to make a certain Branch Railway, for authorizing Arrangements with the *London and North-western Railway Company*, and for other Purposes. [24th July 1851.]

WHEREAS an Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, called "*The South Staffordshire Junction Railway Act, 1846,*" whereby a Company was incorporated for the Purpose of making a Railway to be called "*The South Staffordshire Railway, with Branches:*" And whereas another Act was passed in the same Session, called "*The Trent Valley, Midlands, and Grand Junction Railway Act, 1846,*" whereby a Company was incorporated for the Purpose of making a Railway to be called "*The Trent Valley, Midlands, and Grand Junction Railway:*" And whereas under the Provisions contained in the said Acts the Two Companies severally incorporated thereby have been amalgamated and consolidated into One Company under the Name of "*The South Staffordshire Railway Company:*" And whereas an Act was passed in the Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her

[*Local.*]

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present

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present Majesty, called "The *South Staffordshire* Railway Act, 1847," whereby the *South Staffordshire* Railway Company were empowered to construct certain Branch Railways, and further Powers were granted to them in reference to their Undertaking: And whereas an Act was passed in the last Session of Parliament, called "The *South Staffordshire* Railway Leasing Act, 1850:" And whereas it is expedient that a Communication should be effected between the *South Staffordshire* and the *Birmingham, Wolverhampton, and Stour Valley* Railways, and that the *South Staffordshire* Railway Company should be authorized to apply to the Purposes of this Act so much of the Monies which they are empowered to raise under their former Acts as may be necessary for such Purposes: And whereas it is also expedient that the *South Staffordshire* Railway Company and the *London and North-western* Railway Company should be empowered to enter into Arrangements with respect to the Passage and Transmission of Traffic as herein-after mentioned: And whereas it is also expedient that some of the Powers and Provisions of the said recited Acts should be altered and amended, and further Powers granted to the said Company; but the several Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Provisions of  
8 & 9 Vict.  
cc. 16. 18. &  
20. incorpo-  
rated 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 be incorporated with and form Part of this Act, and with the same shall be construed as One Act.

Short Title.

II. That in citing this Act in other Acts of Parliament, and in legal Instruments and other Proceedings, it shall be sufficient to use the Expression "The *South Staffordshire* Railway Act, 1851."

Powers of  
former Acts  
extended to  
this Act.

III. That the recited Acts relating to the *South Staffordshire* Railway, so far as the same are now unrepealed and in force, as altered and amended by this Act, and this Act, shall be construed as One Act, and shall be carried into execution accordingly.

Power to  
make Rail-  
way accord-  
ing to the  
deposited  
Plans.

IV. And whereas Plans and Sections of the Railway herein-after described showing the Line and Levels thereof, and also Books of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through which the same is intended to pass, have been deposited with the Clerk of the Peace of the County of *Stafford*: Be it enacted, That, subject to the Provisions in this and the said recited Acts contained,

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it shall be lawful for the said *South Staffordshire* Railway Company, and they are hereby authorized, to make and maintain the said Railway and Works in the Line and upon the Lands delineated in the said Plans, and described in the said Books of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use the said Lands, or such of them as shall be necessary for the Purposes of this Act.

V. That the Railway to be so made and maintained shall be the following; (that is to say,) Line of Railway.

A Branch Railway commencing by a Junction with the Main Line of the *South Staffordshire* Railway at or near the Point where the last-mentioned Railway crosses the *Sedgeley* Turnpike Road in the Parish and Township of *Tipton*, and terminating at and by a Junction with the Main Line of the *Birmingham, Wolverhampton, and Stour Valley* Railway at or near the Point where the last-mentioned Railway crosses the Main Line of the *South Staffordshire* Railway in the said Township and Parish of *Tipton* in the County of *Stafford*, which said last-mentioned Branch Railway and other Works connected therewith will be situate wholly within the said Township and Parish of *Tipton* in the County of *Stafford*, and the said Railway and Works, when made, shall be Part of the Undertaking of the *South Staffordshire* Railway Company.

VI. That it shall be lawful for the Company to purchase any Quantity of Land for extraordinary Purposes, not exceeding Ten Acres, in addition to the Lands which they are authorized to take for such Purposes under the Authority of the said recited Acts or any of them. Lands for extraordinary Purposes.

VII. That the Powers of the said Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of One Year from the passing of this Act. Period within which Lands are to be purchased.

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

IX. That it shall be lawful for the Company to construct the Railway and Works by this Act authorized out of the Monies which they are empowered to raise under the recited Acts. Provision as to Payment of Cost of new Works.

X. That

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Same Tolls  
to be taken  
as authorized  
by recited  
Acts.

X. That it shall be lawful for the Company to demand and receive for and in respect of the Use of the said Railway the same Tolls and Charges as they are by the first-recited Act authorized to collect upon the *South Staffordshire* Railway.

Power to  
contract with  
London and  
North-west-  
ern Railway  
Company.

XI. That it shall be lawful for the Company and for the *London and North-western* Railway Company to make and enter into Contracts for the Transmission and Passage of Traffic over the Railway hereby authorized and the *South Staffordshire* Railway, between the Points of Junction of the Railway hereby authorized with the Main Line and the Terminus at *Dudley* in the County of *Worcester*, and for the Division and Apportionment of the Receipts in respect of Traffic, and for the Use of the *South Staffordshire* Railway Company's Station, Works, and Conveniences at *Dudley* aforesaid, or any Part or Parts thereof respectively, on such Terms and subject to such Conditions as may be agreed upon between the said Companies respectively: Provided always, that no such Contract as aforesaid shall in anywise take away or affect the Rights of any Company or Person not Party thereto, or in any Manner alter, affect, increase, or diminish any of the Tolls which the respective Companies, Parties to such Contracts, shall for the Time being be respectively authorized and entitled to demand or receive from any Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of the said Railways, upon the same Terms and Conditions, and on Payment of the same Tolls, as they would have been in case no such Contract had been entered into.

Company to  
build Bridge  
or Viaduct  
over Bir-  
mingham  
Canal in  
prescribed  
Manner.

XII. And whereas the said Railway hereby authorized to be constructed is intended to be carried over the Canal of the Company of Proprietors of the *Birmingham* Canal Navigations (which Company is herein-after referred to as the *Birmingham* Canal Company), in the Place and Manner herein-after mentioned, namely, by a Bridge or Viaduct over the Canal called the *Birmingham Level*, near *Puppy Green* Aqueduct, in the Parish of *Tipton* in the County of *Stafford*: Be it therefore enacted, That the said Railway Company shall and they are hereby required, at their own Expense, to build in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, a good and substantial Bridge or Viaduct over the said Canal and the Towing-paths and other Works thereof, at the aforesaid Point where the said Railway is intended to be carried over the same Canal, as shown upon the said Plans so deposited as aforesaid, or within such Deviation therefrom as is herein-after authorized, and that the clear Opening or Span of the Arch of such Bridge or Viaduct between the Walls or Abutments thereof shall be of such Width on the Square as shall be equal  
to

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to and sufficient to clear and leave unobstructed at the Point of crossing the whole navigable Waterway of the Canal, and a Space of not less than Eight Feet wide on each Side thereof for a Towing-path, and such Bridge or Viaduct shall have close Fences not less than Six Feet high above the Level of the Rails, and the Spring of the Arch or Soffit of the Girders shall, at the aforesaid Points of crossing over the said Canal, commence at a Point not being less than Eight Feet above the present Surface of the Towing-path of the said Canal at the said Point of crossing, and the under Side of the Middle of the Arch shall not be less than Ten Feet above the High-water Level of the said Canal.

XIII. That the said Railway Company shall at all Times for ever after the said Bridge or Viaduct shall have been completed, keep the same, and any future Bridge or Viaduct to be erected or made respectively in lieu thereof, (and which shall be at the same Place, in the like Direction, and of the like Dimensions, Capacity, and Materials as is herein-before mentioned,) together with all Works belonging to or connected therewith, in good and complete Repair; and in case of any Want of Repair to any such Bridge or Viaduct or any Work belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of any such Bridge or Viaduct or any Part thereof or from any other Cause whatsoever, and Notice in Writing thereof being given by the said *Birmingham Canal Company* to the said Railway Company or their Clerk, then if the said Railway Company shall not within the Space of Ten Days after such Notice commence the Repairs, or (as the Case may require) the raising or rebuilding or re-constructing of the said Bridge or Viaduct which shall be out of repair as aforesaid, or such Part or Parts thereof as it shall for the Time being be necessary to repair, raise, or rebuild, or re-construct, and proceed therein with all reasonable Expedition until such repairing, raising, or rebuilding, or Re-constructing shall be wholly completed, it shall be lawful for the said *Birmingham Canal Company* to make all such Repairs to any such Bridge or Viaduct, and raise or rebuild or re-construct the same or such Part thereof as shall be necessary, in such Manner as they may think proper; and all the Expenses thereof shall be repaid by the said Railway Company to the said *Birmingham Canal Company*, upon Demand, and, in default of such Payment, any Two or more of Her Majesty's Justices of the Peace for the County of *Stafford* shall and they are hereby required, on Application by the said *Birmingham Canal Company*, or their Clerk, or any other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount of such Expenses, and which Amount shall be settled and allowed by such Justices, to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to

Company to  
keep Bridge,  
&c. in repair.

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be paid to the said *Birmingham* Canal Company, their Agent or Clerk, rendering the Overplus, if any, on Demand, (after deducting the reasonable Charges of making such Distress and Sale,) to the said Railway Company, or otherwise the said *Birmingham* Canal Company may sue for and recover such Expenses as aforesaid against the said Railway Company, by Action of Debt or on the Case, in any of the Superior Courts: Provided always, that during the Progress of constructing any such Bridge or Viaduct, and at all future Times during any Repairs, raising, or rebuilding, or Re-construction thereof, the Engineer for the Time being of the said *Birmingham* Canal Company, with the requisite Assistants and Workmen, shall have free Access to such Bridge or Viaduct, and full Permission to inspect the Workmanship and the Materials thereof.

Company not to alter the Course or obstruct the Navigation of the *Birmingham* Canal.

XIV. That it shall not be lawful for the said Railway Company, or any Person in execution of this Act, to alter the Course of the said Canal or Feeders, or any of them, vested in the said *Birmingham* Canal Company, or to contract the Width of the same, or to contract the Width of the Towing-paths thereof, or of any Space reserved or intended as a Towing-path thereof (save only as herein expressly provided), or to obstruct the Course or Supply of the Water in or to the said Canal, or in any Manner to impede the Navigation thereof or Access thereto, or injure any of the Works thereof, without the Consent of the said *Birmingham* Canal Company under their Common Seal first had and obtained, and that the said Railway Company (except for the Purpose of crossing the said Canal) shall not take or interfere with the said Canal, or any of the Property of the said *Birmingham* Canal Company, or make any lateral Deviation from the Course or Direction of the said Railway hereby authorized to be made, as delineated on the said Map or Plan so deposited as aforesaid, by which Deviation any of the Wharfs, Warehouses, Buildings, Locks, Side Ponds, Towing-paths, Bridges, Aqueducts, Feeders, or any other such Works of the said *Birmingham* Canal Company shall be taken, used, or damaged without the Consent of the said *Birmingham* Canal Company under their Common Seal first had and obtained.

Provision in case of Obstruction.

XV. That if by or by reason or in execution of any other Works by this Act authorized, or by reason of the Mode of Construction of the said Bridge or Viaduct as aforesaid, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal or any other Works by this Act authorized to be constructed, or by any Act or Omission of the said Railway Company or any of their Agents or Servants, it shall happen that the said Canal or the Towing-paths thereof, or either of them, or the Works connected therewith, shall be so injured or obstructed that Boats or other Vessels using the same with their usual

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usual and accustomed Loads shall be impeded in their Passage along the said Canal, or shall not be able to pass freely along the same, then and in any such Case the said Railway Company shall pay to the said *Birmingham Canal Company* as or by way of ascertained Damages the Sum of Three hundred Pounds for every Twenty-four Hours during which any such Impediment shall continue after Notice in Writing thereof from the said *Birmingham Canal Company*, their Agent or Clerk, to the said Railway Company, and so in proportion for any less Period than Twenty-four Hours, and in default of Payment of any such Sum, on Demand made on the said Railway Company, the said *Birmingham 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 the Superior Courts: Provided always, that nothing herein contained shall extend to prevent the said *Birmingham Canal Company* from recovering against the said Railway Company any special, further, or other Damage that may be sustained by them on account of any Act or Default of the said Railway Company in respect of which the said Sum in the Nature of liquidated Damages is hereby imposed or made payable beyond the Amount thereof, and they are hereby authorized to sue for and recover such special, further, and other Damages accordingly.

XVI. Provided always, That nothing herein contained shall authorize or empower the said Railway Company to take away, obstruct, or lessen any Springs, Brooks, Streams, Feeders, Drains, Waters, or Watercourses which now or heretofore have been taken for the Use of the said *Birmingham Canal Navigations*, or which the said *Birmingham Canal Company* are by Law authorized and empowered to take for the Use of the said Canal, or to take away or obstruct or in any Manner impede the free Use of any Communication already made between the Water of the said Canal and any Steam Engine, or to take away or prejudice the Right of any Person to make such Communication pursuant to the Provisions of the Acts of Parliament for regulating or otherwise relating to the said *Birmingham Canal Navigations* or any of them.

The Springs, &c. of the *Birmingham Canal Company* preserved.

XVII. And whereas, under and by virtue of the Acts relating to the Canals belonging to the said *Birmingham Canal Company*, certain Powers are reserved to the Owners of Mines, Works, and Lands adjoining to the said Canals, or some of them, or for the said Company, at the Request of such Owners, to form Cuts, Canals, Railways, or Roads not exceeding a certain Length therein specified, in order to communicate with the said Canals: And whereas the Railway by this Act authorized may intervene between the said Canals and some of the Mines, Works, or Lands of Persons to whom such Powers are

Company not to obstruct the Formation of Branches communicating with the *Birmingham Canal*.

reserved

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reserved as aforesaid, and additional Expense would be occasioned by the Construction of Bridges or Viaducts or Aqueducts for the Purpose of carrying such Cuts, Canals, Railways, or Roads over, under, or across the said Railway: Be it therefore enacted, That in the event of any such Persons being desirous to make or to procure to be made any such Cuts, Canals, Railways, or Roads as aforesaid to communicate with the said Canal, the said Railway Company shall afford all requisite and proper Facilities for the Formation thereof where necessary, either over, under, across, or by the Side of the said Railway; and if any Difference shall arise between the said Railway Company and any Person so desirous to make or to procure to be made any such Cut, Canal, Railway, or Road as aforesaid, or between the said Railway Company and the said Canal Company, either as to the Mode of carrying the same over, under, or across, or by the Side of the said Railway, or as to the Place where the same should be so carried, or as to the Facilities to be afforded by the said Railway Company for the Purposes thereof, or as to the Use thereof at any Time thereafter by the Owners, Lessees, or other Persons in the Occupation thereof, such Difference shall be settled by Arbitration.

Communi-  
cations be-  
tween Canal  
and Steam  
Engines not  
to be ob-  
structed.

XVIII. And whereas the said Railway may also intervene between the said Canal and Lands on which Steam Engines may hereafter be erected, between which and the said Canal Communication for the Passage or Supply of Water may require to be made: Be it therefore enacted, That if any such Communications are hereafter so required to be made, the said Railway Company shall afford all requisite Facilities for the Purposes thereof, by constructing, at the Expense of the Party requiring the same, or permitting to be constructed through, under, or over the said Railway, such Culverts, Arches, Pipes, Tunnels, or other Works, as may be necessary; and in the event of any Difference arising between the said Railway Company and the said Canal Company, or any other Person, as to the Nature and Amount of the Facilities so to be afforded by them, such Difference shall in like Manner be settled by Arbitration.

Saving  
Rights of  
Birmingham  
Canal Com-  
pany.

XIX. Provided always, That nothing in this Act contained shall extend to prejudice, diminish, or alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said *Birmingham Canal Company*, in and by all or any of the several Acts of Parliament now in force relating to the said Canal, except as is expressly enacted by this present Act.

As to Com-  
munication  
with the Bir-  
mingham,  
Wolver-

XX. That the Railway hereby authorized to communicate with the *Birmingham, Wolverhampton, and Stour Valley Railway* shall communicate therewith at the Points where, according to the Plans deposited as in this Act mentioned, such Railway appears to communicate therewith,



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therewith, and at no other Points, without the Consent in Writing of the *Birmingham, Wolverhampton, and Stour Valley Railway Company*, and of the *London and North-western Railway Company*, under their respective Common Seals, and that all Communications between the said Railway hereby authorized and the said *Birmingham, Wolverhampton, and Stour Valley 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 of from Time to Time, and to the entire Satisfaction of the Engineer for the Time being of the said *London and North-western Railway Company*.

hampton, and  
Stour Valley  
Railway.

XXI. That the Expense of the Communications hereby authorized with the *Birmingham, Wolverhampton, and Stour Valley Railway*, and of all necessary Openings in the Rails thereof, 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, shall be borne and paid by the *South Staffordshire Railway Company*, and that all such Communications, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time, at the Expense of the said *South Staffordshire Railway Company*, be altered, amended, repaired, and maintained, to the entire Satisfaction of the Engineer for the Time being of the said *London and North-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 *Birmingham, Wolverhampton, and Stour Valley Railway*, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same; and the *South Staffordshire Railway Company* shall, in the Use of the said Junctions, observe and abide by in all respects the Byelaws and Regulations of the *London and North-western Railway Company* for the Time being relating to such Junctions.

Communi-  
cation with  
the Birming-  
ham, Wol-  
verhampton,  
and Stour  
Valley Rail-  
way to be  
made at the  
Expense of  
the South  
Staffordshire  
Railway  
Company.

XXII. That, notwithstanding anything in this Act contained, it shall not be lawful for the *South Staffordshire Railway Company* or for any other Company, or for any Person, under or in execution of this Act or for any other Purpose, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the said *Birmingham, Wolverhampton, and Stour Valley Railway Company*, or which they have Power to take under their Acts of Parliament, or in any Manner to alter, vary, or interfere with the said *Birmingham, Wolverhampton, and Stour Valley Railway*, or any of the Works appertaining thereto, save only for the temporary Purpose of effecting the Junctions hereby authorized in manner aforesaid.

Company not  
to interfere  
with Works  
of the Bir-  
mingham,  
Wolver-  
hampton, and  
Stour Valley  
Railway.

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XXIII. That

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Saving Rights of Birmingham, Wolverhampton, and Stour Valley, and of London and North-western Railways.

XXIII. That nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the said *Birmingham, Wolverhampton, and Stour Valley* Railway Company or the said *London and North-western* Railway Company, but that all their respective Rights, Privileges, Powers, Franchises, and Authorities under their several Acts of Parliament and otherwise are hereby expressly saved and reserved as against and with respect to the said *South Staffordshire* Railway Company.

Deposits for future Bills not to be paid out of Capital of Company.

XXIV. That it shall not be lawful for the said Company, out of any Money by any Act relating to the said Company authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining any Act authorizing the said Company to construct any other Railway or execute any other Work or Undertaking.

Railway to be subject to the Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., and 9 & 10 Vict. cc. 57. 105.

XXV. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the same Session of Parliament, intituled *An Act for constituting Commissioners 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 above-mentioned Acts respectively, but that such Provisions shall be in force, in respect to the same Railway and Company, so far as the same are applicable.

Railways not exempt from Provisions of future General Acts.

XXVI. That nothing herein contained shall be deemed or construed to exempt the Railways by the said recited Acts or by this Act authorized to be made, or the Company, from the Provisions of any General Acts relating to such Acts, or of any General Acts relating to Railways, or to the better or more impartial Audit of the Accounts

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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 authorized by the said recited Acts.

XXVII. That all the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be defrayed by the Company. Expenses of Act.

XXVIII. That wherever in this Act the Expression "the Company" or "the said Company" shall be used, the same shall mean the *South Staffordshire Railway Company*, except when there is something in the Context repugnant to such Construction. Interpretation of Terms.

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