



ANNO TERTIO & QUARTO

VICTORIÆ REGINÆ.

Cap. cv.

An Act to amend and enlarge some of the Provisions of the Act relating to the *Birmingham, Bristol, and Thames Junction Railway*; and to authorize the Company to raise a further Sum of Money for the Purposes of the said Undertaking. [23d July 1840.]

WHEREAS an Act was passed in the Sixth Year of the Reign of His late Majesty, intituled *An Act for making a Railway from the Basin of the Kensington Canal at Kensington to join the London and Birmingham and Great Western Railways at or near Holsden Green in the County of Middlesex, and to be called the "Birmingham, Bristol, and Thames Junction Railway:"* And whereas it is expedient that the Company incorporated by the said recited Act should be authorized to raise a further Sum of Money, and that some of the Powers and Provisions contained in the said recited Act should be altered, amended, and enlarged: 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,

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c. 79.

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That

Extending
Powers of
recited Act
to this Act.

That all the Powers, Authorities, Provisions, Restrictions, Clauses, Matters, and Things contained in the said recited Act, so far as the same are now unrepealed and in force, and except such of them or such Parts thereof respectively as are by this Act repealed, altered, or otherwise provided for, shall extend and be construed to extend to this Act, and to the Money hereby authorized to be raised, and to the Shares to be issued, and to the Securities to be granted or executed in respect of or for securing the same, or any Part thereof, and the Transfer of such Securities, and the Proprietors or Holders thereof, their Successors, Executors, Administrators, and Assigns, and to the several other Purposes and Things hereby authorized to be effected and done, and shall, so far as the same may be applicable, operate and be in force in respect to the Objects and Purposes of this Act, as fully and effectually, to all Intents and Purposes whatsoever, as if the same Powers, Authorities, Provisions, Regulations, Clauses, Matters, and Things were repeated and re-enacted in this Act, and made Part thereof.

Name of
Company to
be changed.

II. And be it further enacted, That from and after the passing of this Act it shall be lawful for the said Company incorporated by the said recited Act, and they are hereby directed and required, to take and use the Name and Style of "The *West London* Railway Company," as and for their Name of Incorporation, and to alter their Common Seal, and do all other Acts consequent upon such Change of Name accordingly; and the said Company shall and may from and after the passing of this Act sue and be sued by such last-mentioned Name; but such Change of Name and Style, or other Act, shall in no respect prejudice, alter, or affect any Action, Suit, or other Proceeding whatsoever which shall have been commenced by or against the said Company before the passing of this Act, nor shall the same in any respect vary the Rights or Liabilities of the said Company.

Power to
raise an addi-
tional Sum
of Money
by Subscrip-
tion.

III. And be it further enacted, That it shall be lawful for the said Company to raise and contribute amongst themselves, or by the Admission of new Subscribers, in addition to the Sum of Money which they have raised or are empowered to raise under and by virtue of the said recited Act, any further Sum of Money not exceeding in the whole the Sum of Sixty thousand Pounds, in such Proportions as they shall think fit, and for that Purpose to create and issue such and so many Shares of Twenty Pounds each, bearing such annual Sums, for such Time, and with such Preference and Priority over the present Shares in the said Undertaking, as the said Company shall think proper, and to demand such Price for such Shares as the said Company shall think expedient; and the said Company are hereby authorized to fix the Amount of the Calls upon such Shares, and the Time or Times when the same shall be made; and such new or additional Shares so to be created by virtue of this Act shall or may be transferred or assigned from Time to Time, and shall and may be forfeited for Nonpayment of the Calls made thereon, in such and the same Manner as is provided in and by the said recited Act with regard to the Calls made on the Shares therein mentioned or referred to; and all Parties whosoever, and their several and respective Executors, Administrators, Successors, and Assigns, who shall severally sub-
scribe

scribe for One or more of the said new or additional Share or Shares; and shall pay such Sum or Sums of Money as shall be fixed by the said Company as the Price of such Share or Shares, shall respectively be entitled to and receive such proportional Part and Parts of the Profits and Advantages that shall and may arise and accrue from the said Undertaking, and have a Vote or Votes in respect of the same at all Meetings of the said Company to be held in pursuance of the said recited Act, with Power and Authority to appoint a Proxy or Proxies in his, her, or their Room or Stead, in such Way and Manner, and to the same Extent, to all Intents and Purposes, as is and are enacted and provided in and by the said recited Act with regard to the Subscribers for the Money authorized to be raised by such Act, and with such further Preference and Priority as, under the Provisions of this Act, shall and may be granted to the Holders of such new Shares: Provided always nevertheless, that it shall not be lawful to give any Preference or Priority to the Subscribers for the Money authorized to be raised by this Act, unless, at a General Meeting of the said Company specially called for the Purpose, Three Fourths in Value of the Shareholders voting in Person or by Proxy at such Meeting, and being entitled to vote under the Provisions of the said recited Act as qualified Shareholders, shall consent thereto.

IV. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, after the said Sum of Sixty thousand Pounds herein-before authorized to be raised by Shares shall have been subscribed for, and One Half of the original Capital of the said Company and of the said Sum of Sixty thousand Pounds actually paid up, to borrow and take up at Interest, in addition to the Sum authorized to be raised by the said recited Act, any Sum of Money not exceeding in the whole the Sum of Fifteen thousand Pounds, in such Proportions as they shall think reasonable, either in anticipation or in addition to the said Sum of Sixty thousand Pounds hereby authorized to be raised by Shares as aforesaid; and the said Company are hereby empowered from Time to Time to mortgage and assign any Lands, Tenements, and Hereditaments belonging to the said Company, and the Rates, Tolls, and other Sums arising or to arise by virtue of the said recited Act, and any Calls due or to become due on Shares issued by the Company, under the Common Seal of the said Company, as a Security for any Money to be borrowed, either under this Act or the said recited Act, with Interest thereon at such legal Rate as may from Time to Time be agreed upon, to such Person as shall advance the same respectively, or to his Trustee, in the like Manner and Form, and with, under, and subject to the like Provisions, Powers, Remedies, Directions, and Regulations, as are in the said recited Act contained concerning the borrowing of Money, or securing or recovering the same, or the Interest thereof; and the several Persons to whom any Security shall be made under the Authority of this Act or of the said recited Act (except as herein-after provided) shall be equally entitled, one with another, to the Rates, Tolls, and other Sums, Lands, Tenements, and Hereditaments thereby conveyed and assigned, in proportion to the Sum for which such Security shall be executed, without any Preference by reason of the Priority in Date of any such Mortgage, or otherwise howsoever: Provided always, that such Securities, and the

Power to raise an additional Sum of 15,000*l.* by Mortgage.

the Dividends and Interest to arise thereupon, shall not be transferrable, unless by Instrument duly stamped, in which the Consideration for such Transfer shall be stated, nor shall any Interest be paid upon the said Securities, unless to the *bonâ fide* Holders thereof, or the Parties to whom the same may have been lawfully assigned under an Instrument duly stamped, or to the Agents of such Holders or Parties duly authorized to receive the same: Provided also, that any Mortgage already made by the said Company in pursuance of the said recited Act, or any Assignment thereof, shall have Priority over and shall precede all other Mortgages or Securities of the same Rates, Tolls, Lands, Tenements, and Hereditaments, to be granted under the Provisions of the said recited Act or of this Act; provided also, that any Sums of Money to be secured by Mortgage under the Powers of the said recited Act and of this Act, or either of them, may, to the Extent of Thirty thousand Pounds, have such Preference and Priority over other Securities of the said Company which shall hereafter be made as the said Company shall think fit, and as shall be expressed in the Securities for the Sums so to be secured.

Power to raise the 15,000*l.* by Shares instead of Mortgage.

V. And be it further enacted, That in case the said Company, instead of borrowing such further or additional Sum of Fifteen thousand Pounds as aforesaid by way of Mortgage, or continuing the same on Mortgage, shall think it advisable to raise such further or additional Sum, or any Part thereof, by way of Augmentation of their Capital Stock, or shall deem it expedient to borrow or continue at Interest only a Part of the said further or additional Sum by way of Mortgage, and to raise the Remainder or any Part of the Remainder thereof by way of Augmentation of their Capital Stock, then and in either of the said Cases it shall be lawful for the said Company to create and issue and dispose of such an additional Number of new Shares of Twenty Pounds each, in the Manner hereinbefore directed, as may be sufficient to augment their Capital Stock by any such further Sum or Sums of Money; and all such further and additional Capital Stock shall be considered as Part of the general Capital Stock of the said Company, and shall be under and subject to the same Provisions, Regulations, Direction, and Management in all respects, and to all Intents and Purposes, as if the same had been Part of the Sum of Sixty thousand Pounds hereinbefore authorized to be raised by the said Company.

In case Mortgages are paid off the Company may raise the Amount again.

VI. And be it further enacted, That in case the said Company (having borrowed the Sums of Money which by this or the said recited Act they are authorized to borrow, or any Part thereof,) shall pay off all or any Part thereof, then and in every such Case it shall be lawful for the said Company, immediately, or at any Time or Times thereafter, again to raise, in lieu of any Principal Money so paid off, the whole or any Part or Parts of such Sum or Sums of Money as they shall from Time to Time have paid off, and so from Time to Time as often as the same shall happen.

Providing Remedy in case of Proceedings for

VII. Provided always, and be it further enacted, That if at any Time after the said Company shall have entered upon any Lands which under the Provisions of the said recited Act or this Act they are

are authorized to purchase, and for which they shall have *bonâ fide* and without Collusion have paid, deposited, or tendered the Purchase Money or Compensation agreed on by and between the said Company and the Party in Possession of the said Lands, or awarded in respect of the same, any Person or Corporation shall appear to be entitled preferably to such Lands, or to any Estate, Right, or Interest affecting the same, which Title, Estate, Right, or Interest the said Company shall have failed or omitted duly to purchase or to pay Satisfaction or Compensation for, by reason of the said Company not having had Notice of the Existence thereof, or by reason of any other Accident, Error, or Mistake, and such Title, Estate, Right, or Interest shall not have been vested in or barred or extinguished for the Benefit of the said Company by virtue of any of the Provisions in the said recited Act contained, then, notwithstanding such Title, Estate, Right, or Interest, and whether the Periods granted by the said recited Act or this Act for the Purchase of Land shall have expired or not, the said Company shall remain in the undisturbed Possession of such Lands, provided the said Company shall, within Six Calendar Months after legal Proof shown to them of such Estate, Right, or Interest, purchase, or pay or tender Payment of the Compensation or Satisfaction for the same, which Purchase Money, Compensation or Satisfaction, shall be agreed on or awarded and paid or tendered in like Manner as according to the Provisions in the said recited Act the same would have been agreed on or awarded and paid or tendered in case the said Company had purchased such Title, Estate, Right, or Interest before their Entry upon such Lands; and all the Powers and Provisions of the said recited Act regarding the compulsory taking of Lands are hereby, so far as regards the above-mentioned Lands, renewed and extended for the Purpose of enabling the said Company to purchase and pay for, and to retain Possession of the same in manner aforesaid.

Recovery of Land purchased by the Company.

VIII. And be it further enacted, That the Jury who shall try any Proceedings brought for the Recovery of the Possession of such Lands as aforesaid shall at the same Time ascertain the Value thereof at the Time when they were purchased and conveyed for the Purposes of this and the said recited Act, or when Possession was taken thereof by the said Company, or in default thereof such Value may be settled and ascertained by a Jury to be summoned and returned as in manner directed by this and the said recited Act, and the Value so found shall be certified by the presiding Judge under his Hand; and such Certificate shall be delivered to the Person seeking to recover Possession of the same Lands; and such Value shall be the Amount to be paid in lieu of the said Lands, and shall be paid and applied in manner directed by this and the said recited Act.

The Jury who shall try such Proceedings shall ascertain the Value to be paid in lieu of the Land.

IX. And whereas, by means of the Purchases which the said Company are empowered and are required to make by virtue of the said recited Act and this Act, they may happen to be seised of more Land than will be necessary for effecting the Purposes of the said recited Act and this Act, or of Lands not applicable to the Purposes thereof: And whereas it is by the said recited Act enacted,

Provisions as to Right of Pre-emption by adjoining Land Owners, on Sale by the Company of

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superfluous
Lands, ex-
plained and
amended.

that it should be lawful for the said Company to sell and convey any such Lands in such Manner and for such Price as they should deem most convenient and think fit; provided always, that the said Company should, before they should dispose of any such Lands, first offer to sell the same to those Persons whose Lands should immediately adjoin the Land so proposed to be sold: And whereas in case the Lands of Two or more separate Owners shall immediately adjoin any Land which shall be so proposed to be sold by the said Company, the said recited Act does not provide any Means of determining to which of such Owners the said Company shall first offer to sell the same, and Doubts may arise, in case any Lands so proposed to be sold by the said Company shall adjoin the Lands of any Person having only a limited Estate therein, to whom such Offer of Sale as aforesaid should be made by the said Company; for Remedy whereof be it enacted, That in all Cases in which the Lands of Two or more Persons having separate Estates or Interests therein respectively shall immediately adjoin any Piece or Parcel of Land or Tenement which shall have been purchased by the said Company, and shall be found unnecessary for the Purposes of the said recited Act and this Act, and the said Company shall propose to sell the same under the Provisions herein-before recited, the said Company shall, before they shall dispose of any such Land or Tenement, first offer to sell the same to the Person from whom the said Company shall have purchased the said Land or Tenement, if he shall be the Owner of any of the said adjoining Premises, and shall be in *England*, and shall be conveniently found, and be capable of entering into a Contract for the Purchase thereof; and if such Person shall decline or neglect for the Space in the said recited Act mentioned to avail himself of such Offer, his Right of Pre-emption shall cease, and the Extinguishment or Cesser of such Right shall and may be proved in manner in the said recited Act declared in regard to the like Subject Matter; and the said Company shall thereupon offer to sell the same Land or Tenement to such One of the several Persons whose Premises shall so immediately adjoin the Land or Tenement proposed to be sold, and who shall be in *England*, and be conveniently found, and be capable of entering into a Contract for the Purchase thereof, as the Directors of the said Company shall think fit; and in case such last-mentioned Persons shall decline or neglect for the Space in the said recited Act mentioned to avail himself of such Offer, his Right of Pre-emption in respect of the Land or Tenement included in such Offer shall in like Manner cease, and the Extinguishment or Cesser of such Right shall and may be proved in manner before referred to; and the said Company shall thereupon offer to sell the same Land or Tenement to the other Person or Persons whose Premises shall immediately so adjoin the same, who shall be in *England*, and shall be conveniently found, and be capable of entering into a Contract for the same, in such Order, and with such Preference of any One or more before any other or others of such Persons, as the Directors of the said Company shall think fit; and every such Person as last aforesaid to whom any such Offer of Sale shall be made who shall decline or neglect for the Space aforesaid to avail himself of such Offer shall thereupon lose his Right of Pre-emption in respect of the Lands or Tenements included

in such Offer, and the Loss of such Right shall and may be proved in manner in the said recited Act provided as aforesaid.

X. And be it further enacted, That the Owner of the first Estate of Freehold in the Premises which shall immediately adjoin any Lands or Tenements which the said Company shall so propose to sell as aforesaid shall, as between the said Company and the Party or several Parties interested in the same Lands or Tenements, be the Person entitled to the Offer of Sale and Pre-emption of the Fee Simple of and in the Land or Tenement which the said Company shall so propose to sell as aforesaid, in such and the same Manner, to all Intents and Purposes, as if he were seised of the Fee Simple of and in the said adjoining Premises; and the said Company shall not, by reason of any thing in the said recited Act or this Act contained, be obliged, before they shall dispose of any such Lands or Tenements as herein-before are mentioned, to offer to sell the same to any other Person or Persons than the Owner of such first Estate of Freehold in the said adjoining Premises; and his Neglect or Refusal to avail himself of any such Offer, or other his Act therein, shall be binding and conclusive upon all other Parties interested in the said adjoining Premises as if he had been the Owner thereof in Fee Simple.

Owner of the first Estate of Freehold in adjoining Lands to be the Person to whom the Offer of Sale shall be made.

XI. And whereas in the Year One thousand eight hundred and thirty-eight *James Whitchurch* contracted to purchase from the said Company a Portion of the Farm called *Eynham Farm*, and the said Contract has not yet been carried into effect; and in the Year One thousand eight hundred and forty the said *James Whitchurch* was elected a Director of the said Company: And whereas it is expedient that the said *James Whitchurch* should not be disqualified on account of such Contract from retaining the Office of a Director, or from being at any Time re-elected a Director of the said Company; be it therefore further enacted, That it shall be lawful for the said Company to carry into effect the said Contract with the said *James Whitchurch*, and that such Contract shall be valid and effectual, notwithstanding any Provision in the said recited Act contained, or any Rule or Principle of Equity to the contrary; and that no Acts already done or hereafter to be done by the said *James Whitchurch* shall be invalid, or be liable to be questioned, on account of such Contract as aforesaid, but that all such Acts shall be as valid and effectual as if the said *James Whitchurch* had not been a Party to or interested in any Contract with or Purchase from the said Company.

Contract with Mr. Whitchurch declared valid.

XII. And be it further enacted, That the Powers contained in the said recited Act in respect to the Sale and Conveyance of so much of the Farm called *Eynham Farm*, therein mentioned, as may not be required for the Purposes of the said Act, and of any other Lands acquired by the said Company as shall not be required for the Purposes thereof, shall apply to any Parts or Portions of the said respective Farm and Lands as shall not be wanted for the Purposes aforesaid, although no actual Conveyance or other Assurance thereof shall have been taken by or in Trust for the said Company; and that it shall not be necessary for the said Company to take any Conveyance or other Assurance of such Parts or Portions of the said respective Premises

Company not to be obliged to take Conveyances previously to the Sale of Lands not required for the Purposes of the Company.

Premises previously to the Sale thereof as aforesaid; and that this Provision shall apply to Lands which the said Company are by this Act authorized to purchase and obtain by way of Exchange.

Expences of Counsel to be allowed in the Taxation of Costs.

XIII. And be it further enacted, That in all Cases where the Verdict of a Jury, summoned as by the said recited Act directed, shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of the said recited Act or this Act, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers thereof, the reasonable Fees which may have been paid to Counsel for attending the Inquiry before such Jury by the Party with whom the said Company may be in dispute shall be paid by the said Company; and the Amount of such Fees shall be settled and determined by the Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Inquiry, in like Manner as the Costs of summoning such Jury and other Expences payable by the said Company, but upon the same Scale of Allowance as may for the Time being be adopted or allowed by the Taxing Officers of Her Majesty's Courts of Record at *Westminster*.

Rates of Carriage to be charged equally.

XIV. And be it further enacted, That the Charges by the said recited Act authorized to be made for the Carriage of any Passengers, Goods, Animals, or other Matters or Things, to be conveyed by the said Company, or for the Use of any Steam Power or Carriage to be supplied by the said Company, shall be at all Times charged equally to all Persons, and after the same Rate *per Mile* or *per Ton per Mile*, in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine passing on the same Portion of the Line; and no Charge, or Reduction or Advance in any Charge, for Conveyance by the said Company, or for the Use of any locomotive Power to be supplied by them, shall be made, either directly or indirectly, in favour of or against any particular Company or Person travelling upon or using the same Portion of the said Railway.

Annual Account to be made up, and a Copy transmitted to the Clerk of the Peace.

XV. And be it further enacted, That the said Company shall and they are hereby required in each and every Year to cause an annual Account in Abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied under or by virtue of this or the said recited Act for the Year ending on the Thirty-first Day of *August*, or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account, duly audited and certified by the Secretary or Clerk for the Time being of the said Company, and shall transmit a Copy of the said Account, free of Charge, to the Clerk of the Peace for the County through which the said Railway will pass on or before the First Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit or neglect to prepare and transmit, or cause to be prepared and transmitted, such Account as aforesaid, they

they shall forfeit and pay for every such Omission or Neglect the Sum of Twenty Pounds.

XVI. And be it further enacted, That all Occupiers of Lands for the Occupation whereof (either alone or together with other Lands) any Gate or Gates shall have been or shall be erected or put up by the Side of the said *Birmingham, Bristol, and Thames Junction Railway*, shall keep such Gates constantly shut and fastened, except only during such Time as must necessarily be from Time to Time occupied in passing through the same for the Occupation of the said Lands, and every Occupier neglecting so to do shall forfeit and pay any Sum not exceeding Twenty Shillings for every such Offence.

Gates to be kept shut.

XVII. And be it further enacted, That if any Person who has personally or by some other Party at any Time taken a Place or Seat, or paid the Fare, or been booked, for the Purpose of being carried in, upon, or by any of the Coaches or Carriages of the said Company, or any other Company or Person using the said *Birmingham, Bristol, and Thames Junction Railway*, from one Place to another Place, shall knowingly refuse or neglect to quit such Coach or Carriage on arriving at the Point to which he has paid his Fare, or been booked, or taken his Place or Seat, or shall knowingly and wilfully ride and proceed, or attempt to ride or proceed, in the same or in any other Coach or Carriage, to a Place more distant than that to which he shall have so taken a Place or Seat, or paid the Fare, or been booked, without previously paying or tendering to the said Company or other Company or Person as aforesaid the additional Fare or Price of Carriage to such more distant Place, or if any Person shall at any Time hereafter knowingly and wilfully ride and be in any of the said Company's Coaches or Carriages, or in any Coaches or Carriages belonging to any other Company or Person using the said Railway, without having previously paid or tendered to the said Company, or other Company or Person aforesaid, his Fare or the Charge for his Carriage, every such Person shall forfeit and pay any Sum not exceeding Forty Shillings, with Costs, to be recovered and applied in the same Way as any other Penalty or Forfeiture under the said recited Act.

For preventing Frauds on the Carriers on the Railway.

XVIII. And whereas it is by the said recited Act enacted, that no Action, Suit, or Information, nor any other Proceeding, of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of the said Act, or in the Execution of the Powers or Authorities, or any of the Orders made, given, or directed in, by, or under the said Act, unless Twenty Days previous Notice in Writing shall be given, by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed, or in case there shall be a Continuation of Damage, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, or unless such

Repealing Clause as to Limitation of Actions.

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Action,

Action, Suit, or Information shall be laid or brought in the County, City, or Place where the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give the said Act and the special Matter in Evidence upon any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of the said Act; and if they shall appear to have been so done, or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as therein-before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if, upon Demurrer or otherwise, Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases: And whereas it is expedient that the said Provisions, so far as the same confer any special Privilege or Advantage on the said Company, which without such Provisions they would not enjoy, should be repealed; be it therefore enacted, That the said Provisions shall be and the same are hereby declared to be repealed.

Time enlarged for making Railway.

XIX. And be it further enacted, That the Time limited by the said recited Act for the Completion of the said Undertaking shall be extended and enlarged for the Term of Two Years, to be computed from the Expiration of the Time in such Act mentioned; and all the Powers, Privileges, and Authorities given by this or the said recited Act with respect to the making and Completion of the said Railway, except the Power of taking Lands by Compulsion, shall be extended for such further Period of Two Years.

Repealing Clause limiting the Length of Tunnels under the Metropolis Roads.

XX. And whereas by the said recited Act it was enacted that the said Railway should be carried by means of Tunnels, to be constructed by the said Railway Company for that Purpose, under the Roads from *London* to *Hounslow*, and from *London* to *Uxbridge* respectively, and that the Length of each of such Tunnels should not be less than Thirty Yards on each Side beyond the Extent of the said Roads and the Footpaths belonging to the same: And whereas it is expedient that the said recited Provisions should be repealed; be it therefore enacted, That the said Provision shall be and is hereby declared to be repealed.

Regulations of Length of Tunnels under the Metropolis Roads.

XXI. And be it further enacted, That the said Company shall and they are hereby required, in constructing the said Railway by means of Tunnels under the Roads from *London* to *Hounslow*, and from *London* to *Uxbridge* respectively, so to construct the same as that the Length of each of such Tunnels shall not be less than Thirty Feet on each Side beyond the Extent of the said Roads, and of the Footpaths belonging to the same, with Parapet Walls on each Side of the said Roads, of a Height not less than Six Feet Six Inches from

from the Surfaces of the Centre of such Roads respectively; and with Return Walls at each of the Four Corners of such Parapet Walls carried along the Sides of the said Railway, not less in Length than Fifty Feet from each of the said Roads respectively; and each of such Return Walls shall be not less than Six Feet Six Inches in Height from the said Surfaces of the Centre of such Roads respectively.

XXII. And whereas by the said recited Act it is provided and enacted, that nothing in that Act contained should extend or be construed to extend to authorize the said Company to raise, vary, or in any Manner alter or interfere with the then present Surface or Level of the Road from *London* to *Hounslow*, and the Road from *London* to *Uxbridge*, or of either of them, or of any Part thereof: And whereas the said Roads are under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the River *Thames*, and are in the said Act called "The Metropolis Roads:" And whereas it is desirable, for the better Construction of the said Railway, that the Level of the said Metropolis Roads should be altered where the said Railway is intended to pass under such Roads, and it is therefore expedient that the said Provision should be repealed; be it therefore enacted, That the said recited Provision shall be and the same is hereby declared to be repealed.

Repeal of Clause prohibiting the raising the Level of the Metropolis Roads.

XXIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered, in the forming and constructing the said Railway and the Works connected therewith, to raise the Level of the Road from *London* to *Hounslow*, at that Portion thereof where the said Railway is intended to pass under such Road, to the Height of but not exceeding Thirty-six Inches; and in like Manner to raise the Level of the Road from *London* to *Uxbridge*, where the Railway is intended to pass under such Road, to the Height of but not exceeding Forty-two Inches; and the Ascent to such Elevations above the present Surface or Level of the said Roads respectively, in the Parts herein-before described and referred to, shall not be more than One Foot in Sixty Feet.

Power to raise the Level of the Metropolis Roads.

XXIV. And be it enacted, That in constructing the said Tunnels under the said Two Roads only the Southern Half of the Surface of each of such Roads shall be first interfered with, leaving the Northern Half of the said Roads for the Passage of the Public, until such Time as it is certified in Writing by the Surveyor General for the Time being of the said Metropolis Roads that the said Southern Half 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 open the said Northern Half of the said Roads respectively; and that all such Measures of Precaution for the Public Safety during the Progress of the Works of the said Railway shall be adopted, by and at the Expence of the said Company, as shall from Time to Time be required in Writing by the said Surveyor General; and that the new Road above the said Tunnel under the *Hammersmith* Road shall be formed in a straight Line on the North Side as far as the Centre of the *Old Counters Creek* Sewer, and be continued in the Line marked in a Plan signed by the Right Honourable the Lord

Regulating the Manner of forming the Works on the Metropolis Roads.

Holland,

Holland, if the Land for the Purpose of such Continuance can be obtained by the said Railway Company; and that both the said Roads over the said Tunnels, and the Footpaths and paved Channels thereof respectively, shall be formed, by and at the Expence of the said Company, of the same Width as the same now are, and of such Materials, and of such Quantity and Quality of each Material, and in such Manner in all respects, as shall be from Time to Time directed or required in Writing by the said Surveyor General for the Time being.

Works connected with the Metropolis Roads to be completed within Six Months from the Commencement.

XXV. And be it enacted, That the said Company shall finish and complete, to the Satisfaction of the said Surveyor General, the said Tunnels, new Roads, Footpaths, Parapet Walls, Wing Walls, Fences, and 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 either of the said Roads from *London* to *Hammersmith*, or from *London* to *Uxbridge*, shall be first broken up or interfered with, or the Use of either of the same Roads by the Public in any way interrupted or made less convenient than heretofore.

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

XXVI. Provided always, and be it enacted, That it shall be lawful for the said Commissioners and Company to agree with each other for the carrying of the said Railway under the said Roads from *London* to *Hounslow*, and from *London* to *Uxbridge*, or under either of them, 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 herein-before or in the said recited Act required to be done by them as shall be by the said Agreement expressly dispensed with by the said Commissioners.

Extending Powers of former Act as connected with the Works of the Metropolis Roads to this Act.

XXVII. And be it further enacted, That all and every the Powers, Authorities, Provisions, Restrictions, Regulations, Clauses, Matters, and Things contained in the said recited Act with reference to the Metropolis Roads, except such of them as are by this Act expressly repealed or otherwise provided for, shall extend and be construed to extend to the Tunnels and Works connected with the said Metropolis Roads authorized to be constructed and formed by this Act, and shall operate and be in force in respect to the Objects and Purposes of this Act, as fully and effectually, to all Intents and Purposes whatsoever, as if the same Powers, Authorities, Provisions, Restrictions, Regulations, Clauses, Matters, and Things were repeated and re-enacted in this Act, and made Part thereof.

Power to raise the Water Mains belonging to the West Middlesex Waterworks Company under the

XXVIII. And be it further enacted, That, notwithstanding any thing in the said recited Act or this Act contained to the contrary, it shall be lawful for the said Railway Company, in the Execution of their said Works, to raise the Water Mains of and belonging to the Company of Proprietors of the *West Middlesex* Waterworks, which lie under the Surface of the Turnpike Road leading from *London* to *Hammersmith*, at that Part of such Road where the said Railway

passes under the same, to such Height, in such Manner, and on such Conditions as are herein-after mentioned; that is to say, that the said Mains be raised to a Height not exceeding Four Feet Three Inches, to be calculated from the under Surface of the Twenty-one Inch Main of and belonging to the said Company of Proprietors, as it now lies at the Point where the said Railway passes under the said Road, the said Mains to be raised upon a gradual Inclination of not more than One Foot in Height for One hundred and fifty Feet in Length, and not to be raised in any Part nearer than Nine Inches to the Surface of the Road, so that there may always be a surface Covering of at least Nine Inches over the said Mains; and that there be also a clear Space of not less than Nine Inches between the under Surface of the said Mains and the Top of the Crown of the said Arches under which the said Railway shall pass under the said Roads, so as to enable the said Company of Proprietors to get at and repair or otherwise deal with their said Mains: Provided always, that it shall not be lawful for the said Railway Company to divert or alter the said Mains from their present Site in any lateral Course or Direction.

Hammer-smith Road.

XXIX. And be it further enacted, That all Works to be done in or relating to the raising of the said Mains of or belonging to the said Company of Proprietors of the *West Middlesex* Waterworks, and all other Works which may be necessary for preventing the Supply of Water to the District supplied by the said Company from being interrupted during the Execution of the said Works or otherwise, shall be done and performed by the said Company of Proprietors of the *West Middlesex* Waterworks, or their Engineer for the Time being, and according to his sole Judgment, and that all Costs, Charges, and Expences of and incidental to the said Works shall be borne and paid by the said Railway Company: Provided also, that before any of the said Works shall be commenced a Sum of Two thousand Pounds shall be paid by the said Railway Company to the said Company of Proprietors of the *West Middlesex* Waterworks, and that the said last-mentioned Company shall thereout, or so far as the same will extend, pay and defray the Costs, Charges, and Expences of and relating to the said Works; and if the said Sum of Two thousand Pounds shall be insufficient to defray the whole of the said Costs, Charges, and Expences, then and in such Case the said Railway Company shall and they are hereby required to pay to the said Company of Proprietors of the *West Middlesex* Waterworks the Amount of the Deficiency, within Twenty Days after the Completion of the said Works; and if the said Sum of Two thousand Pounds shall be more than sufficient to pay and satisfy the said Costs, Charges, and Expences, then that the Surplus shall be forthwith repaid by the said Company of Proprietors to the said Railway Company.

As to Performance of Works, and Deposit of Money to defray Expences.

XXX. And be it further enacted, That, notwithstanding any thing in the said recited or this Act contained to the contrary, it shall be lawful for the said Railway Company, in the Execution of their said Works, to raise the Water Main of and belonging to the Grand Junction Waterworks Company which lies under the Surface of the Turnpike Road leading from *London* to *Uxbridge*, at that Part of

Power to raise the Water Main belonging to the Grand Junction Waterworks Company such under the

[*Local.*]

26 X

Uxbridge
Road.

such Road where the said Railway passes under the same, to such Height, in such Manner, and on such Conditions as are hereinafter mentioned; that is to say, that the said Main be raised to a Height not exceeding Three Feet Six Inches, as it now lies at the Point where the said Railway passes under the said Road, the said Main to be raised upon a gradual Inclination of not more than One Foot in Height for One hundred Feet in Length, and not to be raised in any Part nearer than Nine Inches to the Surface of the Road, so that there may be always a Surface Covering of at least Nine Inches over the said Main; and that there be also a clear Space of not less than Nine Inches between the under surface of the said Main and the Top of the Crown of the Arches on which the said Railway shall pass under the said Road, so as to enable the said Grand Junction Waterworks Company to get at and repair or otherwise deal with their said Main: Provided always, that it shall not be lawful for the said Railway Company to divert or alter the said Main from its present Site in any lateral Course or Direction.

As to Per-
formance of
Works, and
Deposit of
Money to
defray Ex-
pences.

XXXI. And be it further enacted, That all Works to be done in or relating to the raising of the said Main of or belonging to the said Grand Junction Waterworks Company, and all other Works which may be necessary for preventing the Supply of Water to the Districts supplied by the said Company from being interrupted during the Execution of the said Works or otherwise, shall be done and performed by the said Grand Junction Waterworks Company, or their Engineer for the Time being, and according to his sole Judgment, and that all Costs, Charges, and Expences of and incidental to the said Works shall be borne and paid by the said Railway Company: Provided also, that before any of the said Works shall be commenced a Sum of One thousand eight hundred Pounds shall be paid by the said Railway Company to the said Grand Junction Waterworks Company, and that the said last-mentioned Company shall thereout, or so far as the same will extend, pay and defray the Costs, Charges, and Expences of and relating to the said Works; and if the said Sum of One thousand eight hundred Pounds shall be insufficient to defray the Whole of the said Costs, Charges, and Expences, then and in such Case the said Railway Company shall and they are hereby required to pay to the said Grand Junction Waterworks Company the Amount of the Deficiency within Twenty Days after the Completion of the said Works; and if the said Sum of One thousand eight hundred Pounds shall be more than sufficient to pay and satisfy the said Costs, Charges, and Expences, then that the Surplus shall be forthwith repaid by the said Grand Junction Waterworks Company to the said Railway Company.

The Water-
works Com-
panies not
to be liable
for Injury to
the Railway
in raising
their Mains.

XXXII. And be it further enacted, That the said Company of Proprietors of the *West Middlesex* Waterworks and the said Grand Junction Waterworks Company respectively shall not be liable or accountable for any Damage or Injury done to the Works of the said Railway Company in executing the Works hereby directed to be done and performed by the said Water Companies respectively, or that shall at any Time hereafter arise or be occasioned by means of
the

the bursting or Leakage of the Mains or Pipes of or belonging to the said Water Companies respectively, or by other the Works that shall have been rendered necessary for the Purposes of this Act.

XXXIII. And be it further enacted, That, save as aforesaid, nothing in this Act contained shall extend, or be deemed or construed to extend, to repeal, alter, diminish, prejudice, or affect the Seventeenth, Eighteenth, Twenty-third, Twenty-fourth, Twenty-fifth, and Twenty-sixth Sections of the said recited Act of the Sixth Year of the Reign of His late Majesty King *William* the Fourth, Chapter Seventy-nine, or any of the Provisions thereof, or any of the Rights, Privileges, Powers, and Authorities vested in or reserved to the said Company of Proprietors of the *West Middlesex* Waterworks or the Grand Junction Waterworks Company respectively, under or by virtue of the said recited Act or otherwise.

Certain Provisions in recited Act relating to the Waterworks Companies not to be affected.

XXXIV. And whereas the Line of the Great Western Railway crosses the Line of the *Birmingham, Bristol, and Thames* Junction Railway on the same Level at a Place called *Wormwood Scrubbs*: And whereas by an Agreement made and entered into by and between the said Two Companies, and bearing Date the Fourth Day of *February* One thousand eight hundred and thirty-seven, it was amongst other things declared and agreed upon, that the Ownership of the Soil of and in certain Lands specified in the said Agreement, situate at and near the Point of Intersection of the said Two Railways, should belong to and remain vested in the said *Birmingham, Bristol, and Thames* Junction Railway Company, for the Purposes of the said Railway, but subject to a Right granted to the Great Western Railway Company of constructing their Railway, and other Works and Conveniences connected therewith, upon and across the same, and of altering, maintaining, and using their said Railway and Works at all Times, subject to the Terms in the said Agreement mentioned, without Obstruction or Hindrance by or on the Part of the said *Birmingham, Bristol, and Thames* Junction Railway Company: And whereas the Line of the said Great Western Railway at the said Point of Intersection has been for some Time past completed and opened for the Use of the Public, but the Line of the said *Birmingham, Bristol, and Thames* Junction Railway has not yet been completed, and it is expedient, for the Protection of the Public, to provide against any Danger, or Interruption of Traffic, which might happen at the Point of Intersection of the said Two Railways; be it therefore enacted, That in order to secure the before-mentioned Objects, and until the Line of the said *Birmingham, Bristol, and Thames* Junction Railway shall be completed and open for Traffic, the Lines of the said Two Railways, at the Point of Intersection thereof, so far as the same cross each other, and all the Sidings, Rails, Switches, and other Apparatus and Machinery at the Crossing and Station connected therewith, which have been or may be hereafter constructed and made, and by the said Agreement required to be maintained and kept in repair by the said Great Western Railway Company, shall, subject to the Provisions herein contained, be under the sole Control and Management of the said Great Western Railway Company; and the said Great Western Railway Company are hereby authorized and empowered to erect at the

Regulating the crossing of the Great Western and Birmingham, Bristol, and Thames Junction Railways, until the Line of the latter Railway be completed.

the Sides of their said Railway, at the Point of Intersection, and at Right Angles to the Line of the *Birmingham, Bristol, and Thames Junction Railway*, good and sufficient Barriers, not exceeding in Width Six Feet beyond the extreme Width of the *Birmingham, Bristol, and Thames Junction Railway*, crossing the *Great Western Railway*, and to keep the same Barriers, in manner herein-after mentioned, closed across the said intended Line of the *Birmingham, Bristol, and Thames Junction Railway*, for the Prevention of any Persons, locomotive Engines, Carriages, Animals, or Things passing across the same, when by such passing any Danger, Inconvenience, Injury, or Obstruction might be occasioned to the said *Great Western Railway*, or the Traffic upon the same; and the said *Great Western Railway Company*, after the Erection of the said Barriers, shall, for the Purpose of preventing Accidents, previously to the Arrival of any of their Trains, give such Signals to the Persons engaged in the Works of the said *Birmingham, Bristol, and Thames Junction Railway* as may be sufficient to be seen or heard by such Persons so engaged within a Distance of Two hundred Yards from the Point of Intersection, and shall then close the Crossing by temporary Barriers, and that these Barriers shall at no one Time remain closed more than Five Minutes, unless from any Accident or other unforeseen Contingency it shall be absolutely necessary for the Security of the Public to keep the same closed for a longer Period; and that, on the one hand, the *Great Western Railway Company* shall not unnecessarily impede the Works of the *Birmingham, Bristol, and Thames Junction Railway Company*, by keeping the Barriers closed longer than is absolutely necessary for the passing of the Trains, or to remove or to repair any Accident, although such Trains may pass in less than Five Minutes, and shall give as early Signals as possible of the Arrival or expected Arrival of their Trains; and, on the other hand, the *Thames Junction Railway Company* shall use their utmost Endeavours to prevent the dropping of Dirt or Stones, or the happening of any other Obstruction at such Crossing, or the running of Horses, Waggon, or Carriages of any Kind across, too short a Time before the closing of the temporary Barriers, and shall immediately remove all Dirt, Stones, or Rubbish, if any, which they may accidentally drop, and immediately remove any other Obstruction which they may accidentally occasion: Provided always, that it shall not be lawful for the said *Great Western Railway Company* to prevent such Passage across their Line by the said *Birmingham, Bristol, and Thames Junction Railway Company*, except in the Manner herein-before provided and referred to, or at such other Periods, or in such other Manner as may be hereafter agreed upon by the said Two Companies; nor shall the *Great Western Railway Company*, by having such Control as aforesaid vested in them, cause thereby any Impediment to the Progress and Completion of the Works of the said *Birmingham, Bristol, and Thames Junction Railway Company*; and in default by either Party in the Performance of the above-mentioned Conditions, the Parties so offending shall forfeit and pay to the other Party the Sum of Ten Pounds for each and every Default, to be recoverable before any One Magistrate acting within the Metropolitan Police District, or before Two Justices of the Peace acting in and for the County of *Middlesex* in Petty Sessions assembled.

XXXV. And

XXXV. And whereas by the said recited Agreement it is provided, amongst other things, that the said Great Western Railway Company shall and they are thereby authorized to maintain and keep in repair the Lines of Railway and other Works at the Point of crossing of the said Two Railways; and it is essential for such Purpose, and for the Security of the Public using the said Two Railways or either of them, that the said Great Western Railway Company should, after the Completion and opening for Use of the said *Birmingham, Bristol, and Thames Junction Railway*, continue to have the exclusive Management and Control of the said Lines of Railway at the Point of crossing, and of the Rails, Switches, and other Apparatus and Machinery connected therewith as herein-before described, subject to the Ownership of the Soil of the Land at the Point of crossing aforesaid being vested, as in this Act mentioned, in the said last-mentioned Railway Company, and subject to the Performance by the said Two Companies of the several Provisions in the said Agreement contained, so far as the same may remain unmodified by any future Agreement in Writing between the said Two Companies, or any Act of the Legislature; be it therefore enacted, That when the said *Birmingham, Bristol, and Thames Junction Railway* shall have been completed, the Management and Control of the Lines of the said Two Railways at the Point of Intersection thereof, and of the Rails, Switches, and other Apparatus and Machinery connected with such Lines at the said Point of Intersection as aforesaid, which have been or may be hereafter constructed and made, and which by the said Agreement are required to be maintained and kept in repair by the said Great Western Railway Company, shall remain vested in the said Great Western Railway Company, but subject to the Performance by the said Two Companies respectively of the several Stipulations in the said recited Agreement of the Fourth Day of *February* One thousand eight hundred and thirty-seven contained, or to such other Stipulations or Arrangements as may be hereafter agreed on in Writing by the said Two Companies; and in default by either of the said Two Companies in the Performance of any of the said Stipulations which may be necessary for the Protection of the Public using the said Two Railways or either of them, the Company so making default shall, for each and every Offence, forfeit and pay to the other Company Ten Pounds, to be recovered before any Magistrate acting for the Metropolitan District of Police, or before any Two Justices of the County of *Middlesex* in Petty Sessions assembled; and all such Penalties shall be recoverable as is provided by the said recited Act in regard to any Penalties thereby imposed: Provided always, that if upon due Service of such Summons as therein mentioned the said Companies respectively shall not, by their Secretary or other Agent, appear before such Magistrate or Justices in compliance with such Summons, then in such Case it shall be lawful, and the said Magistrate or Justices are hereby authorized, empowered, and required to hear and proceed to adjudicate upon such Complaint *ex parte*: Provided also, that such Magistrate or Justices shall, upon the Hearing of any such Complaint, direct by which of the Parties the Costs of and attending on such Summons and Hearing shall be paid.

Management of Lines of Railway at Point of crossing to remain vested in the Great Western Railway Company.

Saving the Rights of Thames the Junction Railway Company under Agreement of 4th Feb. 1837, as to working the Railways at the Point of crossing.

XXXVI. And be it further enacted, That it shall not be lawful for the said Great Western Railway Company to stop or impede the Trains of the said *Birmingham, Bristol, and Thames Junction Railway Company*, except as in the said Agreement or this Act contained, nor in erecting such Barriers as aforesaid to erect them otherwise than as open Barriers, and so that the View along the Line of the *Birmingham, Bristol, and Thames Junction Railway* may not be impeded or interrupted more than is unavoidable; and also that it shall not be lawful for the said Great Western Railway Company to erect such Barriers, except as herein-before mentioned, nor shall such or any Barriers be placed, nor any Obstructions interposed, to prevent or interfere with the said *Birmingham, Bristol, and Thames Junction Railway Company* using and working their Railway in such Manner as they may think fit, subject to the Provisions of the said recited Agreement, and of this Act, or laying such Sidings or other Works or Apparatus as they may think fit for the Purpose of communicating with the said Great Western Railway in the Manner which they may be authorized to do by the said recited Agreement, or any future Agreement in Writing between the said Two Companies: Provided further, that nothing herein contained shall be deemed, construed, or taken to repeal, cancel, alter, or vary any of the Stipulations in the said Agreement of the Fourth Day of *February* One thousand eight hundred and thirty-seven contained, nor any of the Powers, Privileges, Authorities, Rights, or Interests of the said *Birmingham, Bristol, and Thames Junction Railway Company* existing at the Time of the passing of this Act, except as the same may be altered or affected by this Act.

Great Western Railway Company empowered to use and repair Works at Point of crossing; and Land to vest in them if the Line not completed in Five Years.

XXXVII. And be it further enacted, That the said Great Western Railway Company, and all Persons duly authorized by them, shall at all Times, whether before or after the Completion of the said *Birmingham, Bristol, and Thames Junction Railway*, have full Liberty to construct, maintain, use, alter, and repair their Line of Railway, and all necessary Works and Conveniences connected therewith, on and across the Land referred to in the said recited Agreement of the Fourth Day of *February* One thousand eight hundred and thirty-seven, and on which by the said Agreement they have a Right to enter, and to make and maintain upon the said Lands, and from Time to Time to cleanse, alter, and repair thereon or therein, all such Cuts, Drains, Embankments, and other Works, being the Property of the said Great Western Railway Company, as may be necessary or convenient for the Purposes of the said Great Western Railway, and to pass upon and across the said Lands with Engines, Carriages, and otherwise, without Hindrance or Interruption by or on the Part of the said *Birmingham, Bristol, and Thames Junction Railway Company*, and without being subject or liable to the Payment of any Toll or other Sum to the said *Birmingham, Bristol, and Thames Junction Railway Company*, or any Person claiming under them; but subject to the Provisions in the said Agreement and in this Act contained, and also, except as herein-after mentioned, to the Ownership of the Soil in the said Land being vested in the said *Birmingham, Bristol, and Thames Junction Railway Company*: Provided always, that if the said *Birmingham, Bristol, and Thames Junction Railway* shall not be

be completed so as to be used as a public Communication across the said Great Western Railway within Five Years from the passing of this Act, or if the said Line shall be abandoned, or cease to be used as a Railway for the Space of Three Years after the Completion thereof as aforesaid, then and in either of such Cases, upon Payment or Tender at any Time thereafter by the said Great Western Railway Company to the said *Birmingham, Bristol, and Thames Junction Railway Company* of the Sum paid by them for the Purchase of the Lands mentioned in the said recited Agreement, and herein-before referred to, the said Lands shall thereupon absolutely vest in and become the Property of the said Great Western Railway Company, freed from all Rights or Interests of the said *Birmingham, Bristol, and Thames Junction Railway Company*, or of any Person claiming under them in reference thereto, in like Manner as though the Act authorizing the Construction of the said *Birmingham, Bristol, and Thames Junction Railway* had never passed, and the said Lands had been originally purchased by and conveyed to the said Great Western Railway Company; and the said Great Western Railway Company shall be thenceforth freed and discharged from all Obligations in respect of the said Agreement herein-before recited, or any Enactments consequent thereon or in relation thereto.

XXXVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to alter, diminish, or take away, or in any Manner to prejudice, the Rights, Privileges, Powers, and Authorities, or any of them, vested in the Great Western Railway Company, by virtue of all or any of the Acts relating to the said last-mentioned Railway; but saving and reserving to the said Great Western Railway Company all their Rights, Privileges, Authorities, and Franchises, in like Manner as if this Act had not been passed.

Saving the Rights of the Great Western Railway Company.

XXXIX. Provided always, and be it further enacted, That nothing in this Act contained shall prejudice, diminish, alter, limit, interfere with, take away, control, or suspend, or be held or construed to prejudice, diminish, alter, limit, interfere with, take away, control, or suspend, any of the Rights, Privileges, Jurisdictions, Powers, and Authorities vested in or belonging to the Commissioners of Sewers for the City and Liberty of *Westminster* and Part of the County of *Middlesex*, but that all such Rights, Privileges, Jurisdictions, Powers, and Authorities shall be as good, valid, and effectual as if this Act had not been passed.

Not to interfere with the Powers of the Commissioners of Sewers for Westminster, &c.

XL. And be it further enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this or the said recited Act authorized to be made from the Provisions of any general Act relating to Railways which may pass during the present or any future Session of Parliament.

Railway to be subject to the Provisions of any general Act.

XLI. And be it further enacted, That all the Costs, Charges, and Expences of and incidental to the obtaining and passing of this Act, and of carrying the same into effect, or otherwise incidental thereto, shall

Expences of Act to be paid by the Company.

shall and may be defrayed and paid by the said Company out of the Money received or to be received by them under the Authority of this and the said recited Act.

Public Act.

XLII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

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