



ANNO SEXTO

GULIELMI IV. REGIS.

Cap. lxxix.

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.*”

[21st June 1836.]

WHEREAS the making a Railway from the Point of Junction of the *London and Birmingham* and *Great Western Railways* at *Holsden Green* in the County of *Middlesex* to the Basin of the *Kensington Canal* at *Kensington* in the said County would be of great public Advantage, by opening an additional, certain, and expeditious Communication between the said last-mentioned Railways and the South-western Districts of the Metropolis and the River *Thames*: And whereas the several Persons herein-after named are willing, at their own Expence, to carry into execution the before-mentioned Undertaking, but the same cannot be carried into effect without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King'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, That *John Alfred White, Henry Hance, James Andrew Hurst Grubbe, Edward Johnstone, Joseph Constantine Carpue, John Scott Lillie, Henry Whitehead, George Thomas, Robert Raynal, George Whitehead, George B. Whitaker, George Blythe, Richard Roy, Thomas Fenn, Richard Latham, John Wood,*

Proprietors
incorporated.

[Local.]

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H. Browne

H. Browne Alexander, Robert Gunter, John White, Joseph Clayton, R. N. Cummin, Joseph Britton, Samuel Cornell, George Bray Rosenberg, William Whitehead, R. C. Gardiner, Francis Goodrich, Charles Richard Fox, Sarah Smith, Caroline Fox, and all other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Railway and other Works by this Act authorized, and for other the Purposes herein declared, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of “*The Birmingham, Bristol, and Thames Junction Railway Company,*” and shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase and hold Lands for the Use and Benefit of the said Undertaking, without incurring any Penalties or Forfeitures, and shall also have Power to sell or otherwise dispose of such Lands in manner by this Act directed, and shall have and exercise all other Powers and Authorities which are herein-after given or mentioned.

Rules for
the Interpretation
of this
Act.

II. And be it further enacted, That where in this Act any Words shall be used importing the Singular Number or the Masculine Gender only such Words shall be understood to include several Matters as well as one Matter, several Persons as well as one Person, and Females as well as Males; and where the Word “Lands” shall be used the same shall be understood to include Tenements, Buildings, Erections, and all other Hereditaments; and where the Word “Corporation” shall be used the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Proprietors
to raise
Money
amongst
themselves
for the Un-
dertaking not
exceeding
150,000*l.*,
to be divided
into Shares
of 20*l.* each.

III. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of One hundred and fifty thousand Pounds, the whole to be divided into Shares of Twenty Pounds each; and such Shares shall be numbered, beginning with Number One, in arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same, and the said Shares shall be and they are hereby vested in the several Parties taking the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum which they shall severally contribute; and all Persons and Corporations, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and receive, in proportionable Parts according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company, as and when the same shall be divided by the Authority of this Act.

IV. And

IV. And be it further enacted, That the Money to be raised by the said Company by virtue of this Act shall be laid out and applied, in the first place, in paying and discharging all Costs and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto, and the Remainder of such Money shall be applied in and towards purchasing Lands, and making and maintaining the said Railway and other Works, and in otherwise carrying this Act into execution.

Application of Money to be raised.

V. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain the Railway herein-after mentioned, with all proper Works and Conveniences connected therewith, subject to the Provisions and Restrictions of this Act, in the Line or Course, and upon, across, under, or over the Lands delineated in the Plan and described in the Book of Reference deposited with the Clerk of the Peace for the County of *Middlesex*, commencing at or near the Point of Junction of the *London and Birmingham* and *Great Western* Railways at or near *Holsden Green* in the Parish of *Hammersmith* in the said County of *Middlesex*, and passing through or into the several Parishes of *Hammersmith*, *Kensington*, *Fulham*, and *Chelsea* in the same County, to the Basin of the *Kensington* Canal in the said Parish of *Kensington*.

Company empowered to make the Railway.

VI. And whereas a Map or Plan describing the Line of the said Railway, and the Lands upon, across, under, or over which the said Railway and the Works connected therewith are intended to be carried or made, together with a Book of Reference thereto containing a List of the Names of the Owners or reputed Owners and Occupiers of such Lands, has been deposited with the Clerk of the Peace for the County of *Middlesex*; be it therefore enacted, That the said Map or Plan and Book of Reference so deposited shall remain with and be kept by the said Clerk of the Peace, and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and to make Extracts from or Copies of the said Map, Plan, and Book of Reference respectively, paying to the Clerk of the Peace for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Book of Reference after the Rate of Sixpence for every One hundred Words; and the said Map or Plan and Book of Reference, or true Copies thereof, or of so much thereof respectively as may relate to any Matter which may be in question, certified by the said Clerk of the Peace, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Plans and Books of Reference to remain in Custody of Clerk of the Peace.

VII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course, and upon, across, under, or over the Lands delineated on the said Map or Plan, although such Lands, or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the said Book of Reference, or in the Schedule to this Act annexed, if it shall appear to any Two or more Justices of the Peace for the said County of *Middlesex* (in case of Dispute about the same),

Unintentional Errors in Schedule, Plan, or Book of Reference not to prevent the Execution of the Act.

and

and be certified by Writing; under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the Clerk of the Peace of the said County.

Power to
take Lands,
&c.

VIII. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act the said Company, their Agents and Workmen, and all other Persons by them authorized, are hereby empowered to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or any Part thereof, and to set out and appropriate for the Purposes of this Act such Part thereof as they are by this Act empowered to take or use, and in or upon such Lands or any Lands adjoining thereto to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein or otherwise in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also, for the Purposes and according to the Provisions and Restrictions of this Act, to make or construct, in, upon, across, under, or over the said Railway or other Works, or in, upon, across, under, or over any Lands, Streets, Hills, Valleys, Roads, Railroads or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, whether temporary or permanent, Roads, Ways, Passages, Drains, Culverts, Piers, Arches, Cuttings, and Fences, and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Engines, and other Buildings, Machinery, Apparatus, and other Works and Conveniences, as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses as may be necessary for constructing and maintaining Tunnels, Bridges, whether temporary or permanent, or Passages over or under the same, and also to divert or alter the Course of any Rivers or Streams of Water, Roads or Ways, or to raise or sink any such Rivers or Streams, Roads or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Railway, and to make Drains or Conduits into, through, or under any Lands adjoining the said Railway, for the Purpose of conveying Water from or to the said Railway; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and to do and execute all other Matters and Things necessary or convenient for making, maintaining, altering, or repairing and using the said Railway and other Works by this Act authorized; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Recompence or Satisfaction in manner hereinafter mentioned, to all Persons and Corporations interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by reason of the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by
virtue

virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

IX. Provided, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of *November* in the Year of our Lord One thousand eight hundred and thirty-five, or any Ground which was then set apart as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner or Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake, and unless it shall be so certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

House and Gardens not to be used unless specified in the Schedule.

X. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twelve Yards in Breadth, except in those Places where a greater Breadth shall be judged necessary for Approaches to the said Railway, or for Carriages to wait, load or unload, and to turn or pass each other, or for raising Embankments for crossing low Grounds, or for cutting through high Grounds, or for the Erection and Establishment of any fixed or permanent Machinery, Toll Houses, Warehouses, Wharfs, or other Erections and Buildings, and not in any Place exceeding Twelve Yards on each Side of the Line of Railway, except at or near the Commencement or Termination, or both, of the said Railway, and except also on Commons or Waste Grounds, unless with the previous Consent in Writing of the Owners and Occupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned.

Breadth of Land to be taken for the Railway.

XI. And be it further enacted, That the said Company, in making the said Railway and other Works by this Act authorized, shall have full Power and Authority to deviate from the Line delineated on the Map or Plan so deposited with the Clerk of the Peace as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards, and in passing through any Streets or Towns, or Lands upon which Houses are built, such Deviation shall not extend to a greater Distance than Ten Yards from the Line so delineated upon the said Plan, nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference, unless the Name of such Person shall have been omitted by Mistake, and unless the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Company empowered to deviate from Plan to an Extent not exceeding 100 Yards.

XII. And whereas under and by virtue of an Act made in the Fifth Year of the Reign of *George the Fourth*, intituled *An Act for widening, deepening,*

Power to purchase the Kensington Canal.

[Local.]

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deepening,

deepening, enlarging, and making navigable a certain Creek called Counter's Creek, from or from near Counter's Bridge on the Road from London to Hammersmith to the River Thames in the County of Middlesex, and for maintaining the same, certain Parties became and were incorporated under the Name of "The Kensington Canal Company," with Power and Authority to make and maintain a Navigable Canal from or from near Counter's Bridge aforesaid to the River Thames, and with various other Powers and Authorities in relation to the same, in the said Act particularly mentioned, and the said Canal and certain Works connected therewith have been made and constructed: And whereas by an Agreement in Writing bearing Date the Eighteenth Day of February in the Year of our Lord One thousand eight hundred and thirty-six, and made between the said Kensington Canal Company of the First Part, and Three of the Members of a Provisional Committee for the Conduct of the Affairs of the Birmingham, Bristol, and Thames Junction Railway of the Second Part, it was agreed that the said Canal Company should sell and the said Railway Company should purchase all the Lands and Hereditaments purchased and agreed to be purchased by the said Canal Company for the Purposes of their Canal, and which were specified in the Schedule to the said Agreement now in recital, all which Premises were Freehold, except a small Piece of Land in the Parish of St. Luke Chelsea, purchased of John Benson, which was Copyhold, and the Reservoir, Works, Bridges, Locks, Lock-houses, Towing Paths, Wharfs, Roads, Culverts, Drains, Watercourses, Fences, and Appurtenances to the same belonging, at the Price of Thirty-six thousand Pounds, to be satisfied as therein-after mentioned; that the said Canal Company should forthwith, at their Expence, cause all Contracts entered into by them or on their Behalf for the Purchase of any of the said Hereditaments, and which had not been completed, to be carried into effect, and obtain proper Conveyances and Assurances to the same Company of the same Hereditaments; that the Canal Company should, at their own Expence, prepare and deliver an Abstract of their Title to the said Premises, and, as far as practicable, establish the same by proper Evidence, but should not be required to produce or deliver any other Documents of Title than such as were in their Possession or Power, but that all such Documents should without any Reservation be delivered to the said Railway Company, and the said Railway Company should accept the said Canal Company's Title to the said Premises, unless some Objection affecting the safe holding of the said Premises or of any important Part thereof (with reference to the Purposes for which the said Railway Company require the said Premises) should be made, the Validity of which Objection, if questioned, should be determined by some indifferent Counsel, to be named by both Parties; that if the Purchase of any of the said Premises should not by reason of any such Objection as aforesaid be carried into effect, the said Railway Company should take and purchase the same under the Provisions of their Act, and the Value of the same (if the Parties should differ) should be ascertained in the Manner to be provided by the said Act, and to that Extent a Deduction should be made from the Purchase Money to be paid as therein-after mentioned, which Deduction (as far as the same should extend) should be made out of the Consideration which was to be paid in Money; that the Conveyances and Assurances of the said Premises should be prepared by and at the Expence of the said Railway Company; that when and so soon

soon as the said Railway Bill should have been passed into a Law the said Canal Company should give Possession to the said Railway Company of the Premises thereby agreed to be purchased; that the said Canal Company should pay and satisfy all their Debts by Mortgage, Bonds, and Notes, and all other their Obligations and Engagements which might in any respect affect the Premises agreed to be purchased, and should furnish to the said Railway Company and deliver to them satisfactory Evidence of the Discharge of all such Obligations and Engagements; that if the said Railway Bill should pass into a Law, and the said Canal Company should have completed all their yet incomplete Contracts, and discharged all their Obligations and Engagements, and the Title to the said Premises (with reference to the above Stipulations) should have been satisfactorily made out, and the said Premises vested in the said Railway Company, the said Company should, within Three Calendar Months after the passing of the said Bill, pay or cause to be paid to the said Canal Company the Sum of Ten thousand Pounds in Cash, in part Satisfaction of the said Purchase Money of Thirty-six thousand Pounds; that the Sum of Twenty-six thousand Pounds, Residue of the said Purchase Money, should be satisfied by Railway Shares to that Amount to be subscribed for forthwith by the said Canal Company, who should be entered as Shareholders to that Extent in the Parliamentary Contract which had reference to the said proposed Railway, and which Contract should be executed by or on behalf of the said Canal Company, and as Calls should be made Credit should be given to the said Canal Company by the said Railway Company for the Calls on their Shares; that the said several Parties thereto should use their utmost Endeavours to cause such Provisions to be inserted in the proposed Act as might be necessary or expedient, and as their respective Counsel should advise, and as Parliament might consent to, in order to the carrying of the said Agreement into effect, and also, if the Usages of Parliament would permit the same, an express Provision sanctioning the said Agreement now in recital, and authorizing and directing the same to be completed, and should take all such Steps, Measures, and Means as might be requisite or proper for the Purposes therein-before mentioned; and it was thereby declared that if the said proposed Railway Company should not be incorporated by an Act of the then next Session of Parliament, then and in such Case the said Agreement and every thing therein contained should absolutely determine and be void to all Intents and Purposes: And whereas under or by virtue of a certain Indenture or Articles of Agreement bearing Date the Eighteenth Day of *April* One thousand eight hundred and twenty-six, and made between the said *Kensington Canal Company* of the one Part, and *William Richard Hamilton* of *Stanley Grove* in the Parish of *Saint Luke Chelsea* in the said County of *Middlesex*, Esquire, of the other Part, and a certain Award in Writing under the Hand and Seal of *James Bailey*, Surveyor, bearing Date the Sixth Day of *July* One thousand eight hundred and twenty-six, and made in pursuance of the said Indenture or Articles of Agreement, the several Sums of Money herein-after mentioned, amounting in the whole to the Sum of One thousand five hundred and eighty-seven Pounds Seven Shillings and Sixpence, are payable by the said *Kensington Canal Company* to the said *William Richard Hamilton*; (that is to say,) the Sum of Five hundred and seventy-five Pounds as the Price or Consideration Money for a certain Piece of Land of the said *William*

Richard

Richard Hamilton, in the said Award particularly described, and taken or used by the said *Kensington Canal Company* for the Purposes of the said Canal, the Sum of Six hundred and sixty-five Pounds for the Purposes of building a new Brick Wall against the remaining Land of the said *William Richard Hamilton*, from the *King's Road* to the *Fulham Road*, as in the said Indenture and Award is mentioned, the Sum of Two hundred and seventy-nine Pounds as a Compensation for Damages sustained by the said *William Richard Hamilton* in the Progress of the Works of the said Canal, and the Sum of Sixty-eight Pounds Seven Shillings and Sixpence for the Costs of the said Award: And whereas it is reasonable and expedient that Provision should be made for the Payment of the said several Sums of Money, amounting together to the said Sum of One thousand five hundred and eighty-seven Pounds Seven Shillings and Sixpence, to the said *William Richard Hamilton*, as herein-after mentioned; be it therefore enacted, That it shall and may be lawful for the said *Birmingham, Bristol, and Thames Junction Railway Company*, and they are hereby authorized and empowered, upon the Terms of the said recited Agreements, to purchase from the said *Kensington Canal Company*, and also for the said last-mentioned Company, upon the same Terms, to sell to the said Railway Company, all the said Canal, Hereditaments, and Premises mentioned and comprised in the said Agreement, upon the Terms and Conditions mentioned and provided in and by the same Agreement, and in all respects to carry the said Agreement into full and complete Effect.

Payment of Consideration for the Purchase of Canal, and Application thereof.

XIII. And be it further enacted, That the said Sum of One thousand five hundred and eighty-seven Pounds Seven Shillings and Sixpence, Part of the said Sum of Ten thousand Pounds, shall be paid by the said Railway Company to the said *William Richard Hamilton*, his Executors, Administrators, or Assigns, within Six Calendar Months from the Time of passing this Act, in satisfaction of the said Sum of One thousand five hundred and eighty-seven Pounds Seven Shillings and Sixpence, so payable to the said *William Richard Hamilton* as aforesaid (the Sum of Six hundred and sixty-five Pounds, Part thereof, being for building a new Brick Wall, as in the said Indenture or Articles of Agreement and Award is mentioned), and that the Remainder of the said Sum of Ten thousand Pounds shall be paid by the said Railway Company to the Treasurer for the Time being of the said *Kensington Canal Company*, and that Certificates of Shares to the Amount of Twenty-six thousand Pounds shall be delivered by the said Railway Company to the Treasurer of the said Canal Company, and that his Receipt shall be an effectual Discharge for the said Sum of Ten thousand Pounds and for the said Shares; and that on the Payment and Delivery thereof the Premises so agreed to be purchased as aforesaid shall be wholly discharged from the Consideration Money for the same; and that the said Sum of Ten thousand Pounds shall be applied in satisfying all Contracts, Engagements, and Obligations of the said Canal Company, and the said Shares and all Dividends in respect thereof shall be liable to the same Obligations; and, subject as aforesaid, the said Sum of Ten thousand Pounds, and the said Shares, and also all Dividends in respect thereof, shall belong to the Proprietors of Shares in the said Canal, or their respective Executors, Administrators, or Assigns, in proportion to their respective Interests therein.

XIV. And

XIV. And be it further enacted, That upon Payment to the said *William Richard Hamilton*, his Executors, Administrators, or Assigns, of the said several Sums of Money, amounting together to the said Sum of One thousand five hundred and eighty-seven Pounds Seven Shillings and Sixpence, for the Purposes aforesaid, he the said *William Richard Hamilton* or his Heirs shall execute to the said Railway Company such and the same or the like Conveyance of the Land mentioned in the said Award, and with the same or the like Reservations to be contained therein, as he or they would by the same Award have been bound to execute to the said Canal Company in case this Act had not been passed, and that such Conveyance shall be prepared by and at the Expence of the said Railway Company.

Like Conveyance to be made by W. R. Hamilton to the Railway Company as would have been made to the Canal Company.

XV. And be it further enacted, That on the Completion of the said Purchase by the said Railway Company the said Canal Company shall be discharged from all Obligations and Liabilities in respect of the Completion and Maintenance of the said Canal and the Works connected therewith; and that the said Railway Company shall from thenceforth have full Power and Authority to use the said Canal, and that they shall have all such Powers, Privileges, Rights, and Authorities of every Description in relation thereto as the said Canal Company would have had and been entitled to and been invested with in case this Act had not been passed, and as if all Powers, Privileges, Rights, and Authorities contained in the Acts relating to the said Canal Company herein-before mentioned, and now in force, had been herein repeated and had been in Terms expressly granted to the said Railway Company.

Canal Company discharged from Obligations, and their Powers vested in the Railway Company.

XVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice, diminish, alter, or take away the Power given by the said Act of the Fifth Year of the Reign of His late Majesty to all and every Person and Persons to use, with Horses, Cattle, and Carriages, the private Ways and Roads belonging to the said Canal Company, except the Towing Paths, for the conveying any Goods, Wares, Merchandize, or other Things to and from the said Canal, and the Wharfs, Quays, and Landing Places belonging thereto, and also, with Boats, Barges, and other Vessels and Rafts, to navigate, pass upon, and use the said Canal for the Purpose of conveying any Goods, Wares, Merchandize, or Commodities whatsoever therein respectively, and also to use the said Wharfs, Quays, and Landing Places for the loading and unloading of any Goods or other Things, and the said Towing Paths for the landing and drawing of such Boats, Barges, and other Vessels and Rafts, upon Payment of such and the like several Rates, Tolls, and Duties as by the said Act the said Canal Company were empowered to ask, demand, take, and recover for the Tonnage of the several Articles, Matters, and Things which should be carried or conveyed upon the said Canal, and subject always to the Rules, Orders, Bye Laws, and Regulations which shall from Time to Time be made by the Committee of Management by virtue of the Power by the said recited Act given in that Behalf.

Act not to affect the public Use of the Canal, &c., as heretofore.

XVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize and empower the said Railway Company to raise, sink, alter, or in any Manner to interfere

Protection to Water Companies.

[Local.]

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with

with any Main or Pipe, or Stop-cock, Plug, or Branch laid down or fixed or set up by "The Company of Proprietors of the *West Middlesex Waterworks*," "The Grand Junction Waterworks," "The Company of Proprietors of the *Chelsea Waterworks*," or any other Company established for the Supply of Water, and which before the passing of this Act shall have been laid down, fixed, or set up by the said Companies respectively pursuant to and for the Purpose of carrying into effect the several Acts of Parliament relating to their Waterworks respectively, unless Fourteen Days Notice in Writing shall have been first given to the said respective Companies or Proprietors of the said respective Waterworks, to be served on the Clerk for the Time being of the said respective Companies, or to be left at their respective Offices, of the Intention of the said Railway Company to raise, or to sink, lower, or alter the Position or Course of or otherwise to interfere with any such Main Pipe, Stop-cock, Plug, or Branch, and after, and notwithstanding such Notice, then only to such Extent and Degree as shall be absolutely requisite and necessary for the Purpose of enabling the said Railway Company to carry into effect the Provisions of this Act; and not further or otherwise; and that the said Railway Company shall then with all convenient Speed, at their own Costs, Charges, and Expences, do or cause to be done all such Works and Repairs, and every other Act and Measure necessary for completing and perfecting the said Main or Pipe, Stop-cock, Plug, or Branch, which shall have been so raised, sunk, or altered, or which shall have been so interfered with as aforesaid, and shall pay and reimburse to the said respective Waterworks Companies or otherwise indemnify them from and against all Penalties, Charges, Losses, Costs, Damages, and Expences whatsoever which the said last-mentioned Companies respectively or any of them may incur or be put to by reason of such Alteration of or Interference with any of their said Works, pursuant to the Provisions of this Act; and the same shall and may be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*: Provided always, that whenever the said intended Railway or the Piers of any Viaduct to be constructed for the Purposes of the said Railway shall pass over or be upon the Pipes, Mains, or other Works of the said respective Waterworks Companies, then the said Railway Company shall build and for ever after keep in repair One or more Culvert or Culverts, of sufficient Dimensions, under the Inspection and to the Satisfaction of the Engineer for the Time being of the said respective Waterworks Companies, for the Purpose of laying therein the Mains or Pipes of the said respective Waterworks Companies.

Water Companies may alter Pipes, &c.

XVIII. And be it further enacted, That nothing in this Act contained shall extend to prevent the said Waterworks Companies respectively, or their respective Servants, Workmen, or Agents, from raising or sinking, laying down, repairing, or altering any Main or Pipe, Stop-cock, Plug, or Branch which now is upon or under or crossed by the Line of the said intended Railway, or upon or under any Land or Ground in the Occupation of the said Railway Company, or from laying down, fixing, or setting up any new and additional Main Pipe, Stop-cock, Plug, or Branch which they may respectively think necessary, for the Purpose of supplying with Water any Part of their respective Districts

not

not now supplied by them, or for the more perfectly and completely supplying with Water all or any of their Districts which now are or which have at any Time been supplied with Water.

XIX. And whereas the said Railway is intended to be carried under the *Paddington Canal* on the Northern Side of *Wormholt Scrubbs* aforesaid, and it is expedient to provide against Injury or Obstruction being occasioned thereby or by any other Works of the said Railway Company to the said Canal or its Works or free Navigation; be it therefore further enacted, That the said Railway Company shall and they are hereby authorized and required, at their Expence, to make a good and substantial Aqueduct for the said Canal, in the Line or Course laid down on a Map or Plan signed by *William Hosking* and *John White* on the Part of the said Railway Company, and by *John Holland* on the Part of the Grand Junction Canal Company, and to alter the Channel of the said *Paddington Canal* in conformity with the same, the said Aqueduct being for the Purpose of carrying the Canal and its Towing Paths over the said Railway, and as a Gallery for the Passage under the Canal of the said Railway and the Traffic thereon, and also, at their own Expence, to build and for ever thereafter maintain a public Road Bridge over the said Canal and Towing Paths, with proper Approaches, leaving a clear Waterway of Thirty Feet and a clear Way for the Towing Path of Ten Feet at the least, and of the Height of Thirteen Feet as measured from the Surface of the Water according to the Top-water Level thereof, and making the North Abutment of such Bridge at least Sixty Feet from the South Edge of the said Canal, and that no Obstruction shall be occasioned to the Horses drawing along the said Towing Paths; and all the said Works shall be done and executed, maintained, and repaired to the Satisfaction of the said Grand Junction Canal Company, or their Engineer or Surveyor for the Time being; and in particular the said Railway Company shall not diminish the Depth of the said *Paddington Canal* in any Part to less than Five Feet and Six Inches below the Top-water Level thereof, nor diminish the Breadth of the Towing Path of the said Canal, nor permit or suffer the Water to escape from the said Canal through any Defect in or Neglect of their Works; nor shall the said Grand Junction Canal Company be held answerable to the said Railway Company for any Injury that may be done to the Back of the Aqueduct or Gallery by any Boat, Barge, or other Vessel passing along the said Canal; and that the said Railway Company shall at all Times keep the Road over the aforesaid Road Bridge in good Repair, at their Expence, and shall indemnify the said Grand Junction Canal Company from all Liabilities, Claims, Costs, Charges, and Expences in respect of or in anywise relating to the Removal of the present Road Bridge, or to the Erection and Maintenance of the new Bridge.

Directing
Mode of
carrying the
Railway
under the
Paddington
Canal.

XX. Provided always, and be it further enacted, That in case the said Grand Junction Canal Company shall at any Time hereafter make the double Towing Path along the said *Paddington Canal*, then the said Railway Company shall and they are hereby required to make or suffer to be made, at their own Expence, a proper and sufficient Towing Path within the Arch of the said new Road Bridge over the said Canal, or by an Arch of Six Feet in Width and Eight Feet in Height at least under the said Road Bridge, as may be deemed most expedient by the said Grand Junction

Company to
permit of a
Towing Path
being made
under Road
Bridge over
the Canal.

Canal

Canal Company, for the Purpose of continuing the Line of the said double Towing Path.

Land for altered Line of Canal to be at the Cost of the Railway Company.

XXI. And be it further enacted, That the said Railway Company shall and they are hereby required, at their Expence, to purchase the Land required to make the altered Line of the said Canal, and the Towing Paths, Embankments, and Side Drains thereto, and to cause the said Land to be conveyed to the said Grand Junction Canal Company freed from all Incumbrances.

Compensation to be made for Obstruction or Damage to the Paddington Canal.

XXII. And be it further enacted, That if by reason of any Accident or in the Execution of any of the Works by this Act authorized to be made under or over the said *Paddington* Canal, or by reason of the bad State of Repair of any Works of the said Railway near the said Canal, or by any Act, Deed, Work, or Neglect of the said Railway Company, it shall happen that the said Canal or the Towing Path thereof, or any Part thereof, shall be so obstructed that Boats, Barges, or other Vessels, or the Horses navigating the said Canal, shall be impeded in their Passage, or shall not be able at all Times freely and uninterruptedly to pass along the same, then and in every such Case the said Railway Company shall pay to the said Grand Junction Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which such Impediment or Obstruction shall continue, and so in proportion for any less Time than One Hour during which such Impediment or Obstruction shall continue: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Servants of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Grand Junction Canal Company the Sum of Twenty Pounds for every Hour during which such Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums (as the Case may be), on Demand made on the Treasurer or any Officer of the Railway Company, the said Grand Junction Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case the said Gallery or Tunnel for the said Railway under the said Canal, or the said Road Bridge over the said Canal, or the Approaches, Side Slopes, or Banks of the said Railway near the said Canal, or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said Grand Junction Canal Company to do the needful Repairs, and to recover the Amount of the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said Grand Junction Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company, in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage,

Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Grand Junction Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Grand Junction Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

XXIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to diminish, prejudice, affect, or take away any of the Rights, Privileges, Powers, and Authorities vested in the said Grand Junction Canal Company, otherwise than is hereby expressly provided.

Saving Rights of Grand Junction Canal Company.

XXIV. Provided always, That nothing contained in this Act shall extend or be construed to extend to authorize or empower the said Company to alter, vary, or in any way disturb or remove any of the Pipes, Mains, Cocks, Plugs, or other Works of or belonging to the Company of Proprietors of the *West Middlesex* Waterworks or the Grand Junction Waterworks Company, or to remove or disturb the Ground or Soil within a Distance of Two Feet from any Part of such Pipes, Mains, Cocks, Plugs, or other Works, without the Consent in Writing of the said Company of Proprietors of the *West Middlesex* Waterworks and Grand Junction Waterworks Company respectively first had and obtained, nor to do, or cause or permit or suffer to be done, any Act, Matter, or Thing whatsoever whereby or by reason or means whereof any of the Works of the said Company of Proprietors of the *West Middlesex* Waterworks or of the Grand Junction Waterworks Company shall or may be prejudicially affected.

Company not to interfere with the Pipes, Mains, &c. belonging to the *West Middlesex* Waterworks and Grand Junction Waterworks.

XXV. And whereas the said Railway is intended to be carried over and along Part of the Districts or Places which the said Company of Proprietors of the *West Middlesex* Waterworks and the Grand Junction Waterworks Company are authorized and empowered to supply with Water, and such Railway, where it crosses the said main Roads from *London* to *Uxbridge* and from *London* to *Brentford*, is intended to be carried under such Roads by means of a Tunnel or Tunnels: And whereas the said Company of Proprietors of the *West Middlesex* Waterworks and the said Grand Junction Waterworks Company may hereafter think proper to lay or make a Main or Mains, Pipe or Pipes, along such main Roads or One of them, and in other Places, or in some other Place in the said Districts, across or under which the said Railway may pass or such Tunnel or Tunnels may be made, and by reason of such Railway or Tunnel or Tunnels a great and additional Expence must be incurred, not only in the laying down and making such Main or Mains, Pipe or Pipes, but afterwards in keeping the same in repair; be it therefore enacted, That the said Company of Proprietors of the *West Middlesex* Waterworks and the said Grand Junction Waterworks Company shall, notwithstanding this Act or any thing herein contained, be at liberty, at any Time or Times and from Time to Time hereafter, to lay and make any Main or Mains, Pipe

Company to defray extra Cost to *Middlesex* Waterworks Company, of laying down or repairing Mains, &c., in consequence of the Railway.

[Local.]

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or

or Pipes, under any Part or Parts of the said Railway, or under any Tunnel or Tunnels which the said Company hereby incorporated may lay or make within the said District, and that such Main or Mains, Pipe or Pipes, shall be laid in a Culvert or Culverts, at such an Inclination or Dip and in such Manner in every respect as the said Company of Proprietors of the *West Middlesex* Waterworks, or their Engineer for the Time being, and the said Grand Junction Waterworks Company, and their Engineer for the Time being, shall think proper; and that all the Costs, Charges, and Expences of and incidental to the laying down or making such Main or Mains, Pipe or Pipes, and of afterwards keeping the same in repair, over and above the Costs, Charges, and Expences which would have been occasioned to or incurred by the said Company of Proprietors of the *West Middlesex* Waterworks or the said Grand Junction Waterworks Company if no Railway or Tunnel or Tunnels had been made, and if this Act had not been passed, shall be paid by the said Company hereby incorporated to the said Company of Proprietors of the *West Middlesex* Waterworks and to the said Grand Junction Waterworks Company, and that the said Company hereby incorporated shall also bear and pay the whole Expence of making such Culvert or Culverts, and every of them, and of afterwards keeping and maintaining the same and every of them in repair.

Saving the Rights of the *West Middlesex* Waterworks Company.

XXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to alter, diminish, prejudice, affect, or take away any of the Rights, Privileges, Powers, and Authorities vested in the said Company of Proprietors of the *West Middlesex* Waterworks.

Regulations of Tunnel under the Metropolis Roads.

XXVII. And whereas it is intended that the said Railway shall be carried by means of Tunnels, to be constructed by the said Company for that Purpose, under the Road from *London* to *Hounslow*, at that Portion of it at *Hammersmith* where the *Counter's Creek* Sewer passes under the said Road, and also under the Road from *London* to *Uxbridge* at *Shepherd's Bush*, and which said Roads are under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, and are hereinafter called the Metropolis Roads; be it therefore enacted, That the said Company shall and they are hereby authorized and required to construct, at their own Expence, a good and sufficient Tunnel, with proper Parapet Walls and Wing Walls, for carrying the said Railway under each of the said Metropolis Roads at the several Places where the said Railway (as delineated on the Plan thereof deposited with the Clerk of the Peace of the County of *Middlesex*) crosses the said Roads respectively; and that the Length of each of such Tunnels shall not be less than Thirty Yards on each Side beyond the Extent of the said Roads and the Footpaths belonging to the same, and that each of such Tunnels shall be so constructed that the upper Surface of the Centre of the Arch thereof shall not be less than One Foot beneath the present Surface of the Road under which the same shall respectively pass.

Company to keep in repair Tunnels connected with Metropolis Roads.

XXVIII. Provided also, and be it further enacted, That after the said Tunnels under the said Metropolis Roads shall have been constructed pursuant to the Directions of this Act the said Company shall and they are hereby required, at all Times thereafter, to keep the said Tunnels, and all Approaches, Walls, and other Works belonging to such Tunnels, in good and

and complete Repair, to the Satisfaction of the Surveyor General for the Time being of the said Commissioners of the Metropolis Roads; and in case of any Want of Repair to the said Tunnels, Approaches, and other Works, or any of them, and Notice thereof be given to the said Company by or on behalf of the said Commissioners of the Metropolis Roads, if the said Company shall not for the Space of Three Days after the Service of such Notice commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Commissioners of the Metropolis Roads to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be; and all the Costs, Charges, and Expences incurred by the said Commissioners shall be paid, on Demand, by the said Company; or in failure of Payment for Twenty-one Days after such Demand the same may be recovered from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

XXIX. Provided always, and be it further enacted, That the Tunnels hereby required to be constructed under the said Metropolis Roads respectively, and all Approaches, Walls, and other Works belonging to such Tunnels respectively, and any temporary substituted Roads which during the Construction of such Tunnels it may be necessary for the said Company to construct under the Provisions for that Purpose contained in this Act, and the Depth and Strength of Materials of such temporary Roads, and also all Repairs and Renewals of the said Tunnels respectively which shall hereafter be made by the said Company, shall be constructed and made and formed under the Direction and Superintendance from Time to Time of the Surveyor General for the Time being to the said Commissioners of the Metropolis Roads, and that the Plans and Designs for the said Tunnels and the Works belonging thereto, (which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work,) and the Materials whereof the same shall be constructed, shall be determined and approved of by the said Surveyor General for the Time being; and previously to the Commencement of the said Tunnels and other Works, Plans, Sections, and Specifications thereof, made at the Expence of the said Company, shall be submitted to and be approved of by the said Surveyor General for the Time being; and in case in the Construction of the said Tunnels or either of them the said Company shall do or cause any Injury or Damage to the said Metropolis Roads or any of them, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the said Surveyor General for the Time being, or if, by reason of the Construction of any of the Works hereby authorized or required to be constructed by the said Company, any Alteration of the said Metropolis Roads or any of them, or of the Drains or Sewers under the same, shall in the Judgment of the said Surveyor General for the Time being be rendered necessary, then and in any of such Cases it shall be lawful for the said Surveyor General to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expences of such Repairs and Alterations shall be paid, on Demand, by the said Company, or, in default of Payment for Twenty-one Days after such Demand, may be recovered by the said Commissioners of the Metropolis Roads from the said Company, with full Costs of Suit,

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

Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Company not to deviate from the Line, so far as affects the Metropolis Roads, without the Consent of the Surveyor General.

XXX. Provided also, and be it further enacted, That the said Company, in constructing their said Railway, so far as the same shall be connected with the said Metropolis Roads, shall not deviate from the Line delineated in the said Plan deposited with the Clerk of the Peace for the County of *Middlesex*, nor shall the Tunnels hereby authorized and required to be made under the said Metropolis Roads respectively or any of them be made at any other Place or Places than the Places marked out for that Purpose in the said Plan, without the Consent in Writing of the Surveyor General to the said Commissioners of the Metropolis Roads, for any of the Purposes aforesaid, first had and obtained; any thing in this Act to the contrary in anywise notwithstanding.

The Surface of the Metropolis Roads not to be raised.

XXXI. Provided always, and it is hereby expressly enacted and declared, That nothing in this Act contained shall extend or be construed to extend to authorize the said Company to raise, vary, or in any Manner alter or interfere with the present Surface or Level of the said Metropolis Roads, or of either of them, or of any Part thereof.

Regulations for lighting and watching the Railway where it crosses the Metropolis Roads.

XXXII. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, to do and perform, and for ever to continue, all such Acts and Things in the Way of watching and lighting, and other precautionary Measures, upon and about the several Tunnels of the said Railway by which the same shall be carried under the said Metropolis Roads; as shall by the Surveyor General for the Time being to the said Commissioners of the Metropolis Roads be deemed necessary and required to be done by the said Company for the Public Safety, Convenience, and Protection of the said Metropolis Roads, by reason of the Construction and using of the said Railway.

Communication with the London and Birmingham and Great Western Railways to be made under the Direction of their Engineers.

XXXIII. And whereas it is intended that the said Railway hereby authorized to be made shall communicate with the *London and Birmingham* and *Great Western Railways*; be it therefore enacted, That all Communications between the said Railway hereby authorized, to be made and the *London and Birmingham* and *Great Western Railways* respectively, and all such Openings in the Ledges or Flanches of the said *London and Birmingham* and *Great Western Railways* respectively as may be necessary or convenient for effecting such Communications, shall be made under the Direction and Superintendence of the respective Engineers for the Time being of the said *London and Birmingham* and *Great Western Railway Companies*.

Not to take the Lands or interfere with the Works of said Companies without Consent.

XXXIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company hereby incorporated to take or enter upon any of the Lands or Grounds belonging to the *London and Birmingham Railway Company* or the *Great Western Railway Company*, or to alter, vary, or interfere with the said *London and Birmingham Railway* or the *Great Western Railway*, or any of the Works thereof, further or otherwise than is hereby expressly authorized, without the Consent in Writing

Writing of the said *London* and *Birmingham* and Great Western Railway Companies respectively in every instance for that Purpose first had and obtained.

XXXV. And be it further enacted, That the said Railway hereby authorized to be made, or any Branch therefrom, or any other Railway or other Road to be hereafter made by virtue of this Act which shall or shall be intended to cross or intersect the *London* and *Birmingham* Railway or the Great Western Railway, except only for the Purpose of communicating therewith, shall not be made or laid down on the Level of the said *London* and *Birmingham* Railway or the Great Western Railway, but in all Cases the same shall be made and carried either over by means of a Bridge or beneath by means of a Tunnel or Arch; and such Bridge, Tunnel, or Arch shall be built and constructed under the Direction and Superintendence of the Engineer for the Time being of the Railway under or over which the same shall be made or carried, and so as not to injure the said *London* and *Birmingham* or Great Western Railways, or obstruct or hinder the free Passage over, upon, or along the same, or either of them.

Railway not to cross the last-mentioned Railways on a Level.

XXXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *London* and *Birmingham* and Great Western Railway Companies respectively, but saving and reserving to the said *London* and *Birmingham* and Great Western Railway Companies all the Rights, Privileges, and Franchises of the said Companies respectively, and also saving and reserving all such Powers, Authorities, and Provisions in the several Acts relating thereto as if this Act had not been passed.

Saving the Rights of said Railway Companies respectively.

XXXVII. And be it further enacted, That it shall be lawful for the said Company to treat and agree for the Purchase of any Lands authorized to be taken and used by them as aforesaid, and of any subsisting Leases, Terms, Estates, and Interests therein and Charges thereon, or such of them or such Part thereof as the said Company shall think proper.

Power to treat for the Purchase of Lands.

XXXVIII. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained it shall be lawful for any Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable and other Purposes, Committees, Executors, and Administrators, and all Trustees and all other Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Coverts, or other Persons, and for all Femes Coverts seised,

Corporations, Trustees, and Persons having limited Interests, and under legal Disability, empowered to sell and convey Lands.

possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whatsoever seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all such Contracts, Sales, and Conveyances, including the Costs, Charges, and Expences of furnishing such Title as the Company may require, shall be made at the Expence of the said Company, and may be according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will reasonably admit; namely,

Form of
Conveyance.

‘ I of in consideration of the Sum of
 ‘ to me [*or, as the Case may be*, into the Bank of *England*
 ‘ in the Name and with the Privity of the Accountant General of the
 ‘ Court of Exchequer, *ex parte* the *Birmingham, Bristol, and Thames*
 ‘ Junction Railway Company, *or to A. B.* of
 ‘ and *C. D.* of Two Trustees appointed to
 ‘ receive the same], pursuant to the Act after mentioned, paid by the
 ‘ *Birmingham, Bristol, and Thames* Junction Railway [*or the said*]
 ‘ Company, established and incorporated by an Act of Parliament passed
 ‘ in the Year of the Reign of His Majesty King *William* the Fourth,
 ‘ intituled [*here set forth the Title of this Act*], do hereby convey [*or, in*
 ‘ *Cases of Copyhold or Customary Lands requiring Surrender*, do hereby
 ‘ agree to surrender] to the said Company, their Successors and Assigns,
 ‘ all [*describing the Premises to be conveyed or agreed to be surrendered*],
 ‘ together with all Ways, Rights, and Appurtenances thereunto belonging,
 ‘ and all such Estate, Right, Title, and Interest in and to the same and
 ‘ every Part thereof as I am or shall become seised or possessed of, or
 ‘ am by the said Act capacitated or empowered to convey or surrender,
 ‘ to hold the Premises to the said Company, their Successors and
 ‘ Assigns, for ever, according to the true Intent and Meaning of the said
 ‘ Act. In witness whereof I have hereunto set my Hand and Seal the
 ‘ Day of in the Year of our Lord

And all such Conveyances as aforesaid shall be valid and effectual in the Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and all Titles to Dower, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Conditions, Trusts, and Interests whatsoever of and in the same; but although Terms shall be merged, they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Company, and to attend the Reversion and Inheritance.

Conveyance
of Copy-
holds.

XXXIX. Provided always, and be it further enacted, That if any Contract shall be made for or in respect of any Lands to be taken or used by virtue of the Powers of this Act which shall be of Copyhold or Customary Tenure, or in the Nature thereof, any such Contract shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or parcel according to the Custom of such Manor, which Surrender shall and may be made by all Persons and Corporations by this Act authorized and empowered to make Conveyances of other Lands, and shall have the like Force and Effect in respect of such Copyhold or Customary Estates and Interests as such

such Conveyance as aforesaid made by the same Person or Corporation would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Person or Corporation; and such Lands shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall have been enfranchised by virtue of the Powers herein-after contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord from recovering the same Benefit of Fines, Heriots, and other Services due upon Death or Alienation as he would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord shall at the Time of such Surrender as aforesaid be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties (and which Agreement all Lords of Manors and other Persons and Corporations by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into), shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Customary or Copyhold Lands purchased by the said Company for the Purposes of this Act shall be parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, but shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands, which shall so be sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

XL. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor whereof any Copyhold or Customary Lands required for the Purposes of this Act are holden or parcel, and whether an Individual or a Corporation, and whether seised in his own Right or as a Trustee, and whether he be seised in Tail or for Life or other limited Estate, and in case of a Lady whether she be married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of the said Manor, then for his Guardian, Committee, or Trustee, to contract for, and the several Persons and Corporations aforesaid are hereby empowered to contract for, the Enfranchisement of and to enfranchise such Copyhold or Customary Lands by such or the like

Lords of Manors under Disability empowered to enfranchise.

Form

Form of Conveyance as by this Act is directed or authorized to be used in Cases of the Conveyance of Lands; and in case such Lords or other Person or Corporation hereby capacitated to enfranchise such Lands shall require the same, it shall be compulsory on the said Company to purchase the Enfranchisement of such Lands; and the Price to be paid by the said Company for the Purchase of the Enfranchisement of any such Lands shall, in case the Parties differ about the same, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

Regulation
for the Ap-
portionment
of Rents of
Copyholds.

XLI. And be it further enacted, That the Apportionment of the certain Copyhold or Customary Rents issuing out of any Copyhold or Customary Lands of which a Part only shall be taken for any of the Purposes of this Act, in case the same shall not be settled by Agreement between the Parties, shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case any such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lord of the Manor whereof the same Copyhold or Customary Lands are held or parcel; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Customs in other respects by or under which the Copyhold or Customary Lands not taken for the Purposes of this Act shall be held, or the Remedies for the Recovery of the Rent for the same, after the Apportionment thereof.

Waste Lands
to be con-
veyed by the
Lords of
Manors.

XLII. And be it further enacted, That in all Cases wherein in the Execution of the Powers of this Act there shall be Occasion to take or use any Common or Waste Land or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands by any Person or Corporation having such Estate or Interest in the Manor wherein such Common or Waste Land or other Lands shall be situate (or if the same shall not be the Waste of any Manor then having such Estate or Interest in the Soil of the said Lands) as the Persons and Corporations who are by this Act enabled to sell other Lands have in such Lands, and which Conveyance may be of the like Form as by this Act is directed to be used in the Case of Conveyance of other Lands, shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands was seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land or other Lands as aforesaid, and which shall be determined by a Jury in case of the Parties differing about the same in like Manner as by this Act is directed in other Cases of the like Nature, shall be paid by the said Company to the Churchwardens for the Time being of the Parish wherein such Common or Waste Land or other Lands shall be situate,
and

and shall be by such Churchwardens received and applied for such general or public Purposes within the said Parish as a Vestry thereof shall direct; and in all Cases in which any such Commonable or other Right shall extend over and be exercised or enjoyed out of any other Lands than such Common or Waste Lands or other Lands, the Compensation for the Relinquishment thereof shall be paid to the Party having such Estate or Interest as aforesaid in the said Commonable or other Rights, or in any Lands whereunto the same shall be appendant or appurtenant, or otherwise; as the Case may require, shall be deposited in the Bank of *England* in manner by this Act directed in Cases of other Lands taken by the said Company: Provided always, that in all Cases in which any such Manor is vested in the Freeholders or Inhabitants at large; or in any greater Number of Persons than Four, or where the Lord of such Manor (if any) does not usually hold some Court for the same, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Land or other Lands are situate, the Conveyance by Four at least of the Freeholders whose Lands, whether vested absolutely in them, or for such Estate as would capacitate them to convey such Lands if wanted for the Purposes of this Act, shall entitle such Freeholders to Common Right in or over such Common or Waste Lands, and whose said Lands in the Rate for the Relief of the Poor shall amount in yearly Value to Three Fifth Parts at least of the whole of the Lands which have such Common Right, shall also in like Manner be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of so much and such Part of such Common or Waste Lands or other Lands as they may from Time to Time require or take, free from all Rights of Common, and other Rights, Estates, Titles, Charges, and Incumbrances whatsoever.

XLIII. And be it further enacted, That where any Lands purchased or wanted or intended to be purchased by the said Company shall be subject, solely or jointly with other Lands not intended to be purchased, to or with any Rent Service, Rent Charge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands so purchased, or wanted or intended to be purchased, from such Rent, Payment, or Incumbrance, and also (where necessary or convenient) for an Apportionment of such Rent, Payment, or Incumbrance, for such Sum as shall be agreed upon between the said Company and the Party who under the Provisions of this Act shall agree to sell or apportion the same, and which Agreement may be entered into by all Persons and Corporations by this Act authorized or empowered to sell or convey Lands; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof, or the Equivalent for the same, the same shall be determined by a Jury in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof; which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands purchased or wanted or intended to be purchased, and shall also (where necessary) apportion the Rent, Payment, or Incumbrance affecting the Lands jointly subject to the Rent, Payment, or Incumbrance, as herein-before mentioned, according to the respective Values of the Lands purchased or wanted or intended to be purchased by the said Company; and all Contracts, Conveyances, and Assurances

Power to purchase the Release of Lands wanted from Rents charged thereon.

which shall be made by and between or to the said Company and any such Party as aforesaid respecting such Release (and which may be of the like Forms or to the like Effect, *mutatis mutandis*, as by this Act are directed to be used in the Case of Conveyances of Lands,) shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance, as the Case may be: Provided always, that when any of the Lands purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be charged only with the Remainder of such Rent, Payment, or Incumbrance; and such Apportionment shall not prejudice the Title to the remaining Rent, or the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Lands not so purchased had been originally charged with that Amount only: Provided also, that when a Part of any Rent, Payment, or Incumbrance shall be released, it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum endorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance which shall continue payable; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, but shall not include any other Evidence of the same.

Rents on
Leases to be
apportioned.

XLIV. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Agreement for Lease for a Term of Years unexpired shall be required for the Purposes of this Act, the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands required for the Purposes of this Act and the Residue of such Lands; and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lessor from whom such Lands are holden or agreed to be holden; and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Agreement for Lease shall as to all future accruing Rent be liable only to so much of the Rent reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Lands not required for the Purposes of this Act; and the Lessor of the said Lands shall have all such and the same Remedies for the Recovery of the Rent so apportioned in respect of the Lands not required for the Purposes of this Act as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionment shall not prejudice or affect any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Lands comprised

comprised in such Lease or Agreement for Lease, and not required for the Purposes of this Act, but the same shall as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

XLV. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands to be taken or used for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust, and whether in Possession under Mortgage or not,) shall, on Tender by the said Company, or by any Person by them authorized, of the Principal Money and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, immediately alien, release, assign, and transfer such mortgaged Premises to the said Company, or to such Person and in such Manner as they shall appoint, and which Alienation, Release, Assignment, and Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit, or in any other Form; or in case such Mortgagees shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six (or less) Calendar Months (to be computed from the Day of giving such Notice), then, at the End of such Six or less Calendar Months, on the Payment of the Principal Money and Interest which would become due at the End of Six Calendar Months from the Time of giving such Notice, together with any just Costs then due, such Mortgagees shall alien, release, assign, and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagees shall refuse to alien, release, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then, upon Payment of the Principal Money and Interest, and the Costs (if any), due on every such Mortgage as aforesaid, into the Bank of *England* at or at any Time after the End of Six Calendar Months and not exceeding Twelve from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the Premises and Estate comprised in such Mortgage, to all Intents and Purposes whatsoever.

Mortgagees to convey to the Company.

In case of Refusal, Money to be paid into the Bank.

XLVI. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereupon, or shall not be willing to release the Part required for the Purposes of

Directing in what Manner Disputes between the Company and certain Mortgagees shall be settled.

this

this Act from the Principal or Mortgage Money and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or (as the Case may be) of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Satisfaction, Recompence, or Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part, and the said Company on the other Part; and in case of any Difference between them then such Value and Satisfaction, Recompence, or Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim so far as the same will extend, and such Mortgagee shall thereupon alien, release, assign, and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon and determined as aforesaid; or in case of his neglecting or refusing to alien, release, assign, or transfer as hereinbefore directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee or into the Bank as last aforesaid shall be and be accepted in satisfaction of the Claim of such Mortgagee so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from all Principal and Interest, Costs, and other Money due or secured thereon, and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof, (as the Case may be,) or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage: Provided also, that when a Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be endorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee, and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Parties to deliver a Statement of their Estates and Claims within Fourteen Days after Notice.

XLVII. And be it further enacted, That on or before the Expiration of Fourteen Days next after Notice in Writing from the said Company, or their Agent duly authorized, of their Intention to take or use any Lands, or any Part thereof, for the Purposes of this Act, shall have been given to any Person or Corporation seised, possessed of, or interested in or authorized by this Act to accept and receive Satisfaction and Compensation

tion for the Value of the same, or any Estate, Share, or Interest therein or Charge thereon, or for any Injury or Damage sustained on account of the Execution of this Act, such Person or Corporation shall deliver or cause to be delivered at the Office of the said Company a Statement in Writing of the Particulars of the Estate, Share, Interest, or Charge which he or they claim to be entitled to, or to be authorized to receive Satisfaction and Compensation for, and of the Injury or Damage sustained by him or them, and of the Amount of the Sum of Money which he or they may expect and be willing to receive in satisfaction and compensation for the Value of such Estate, Share, Interest, or Charge, for such Injury or Damage respectively.

XLVIII. And be it further enacted, That all Persons and Corporations by this Act capacitated to sell and convey any Lands, or to enfranchise Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, and the respective Owners, Lessees, and Occupiers of any Lands through or upon which the said Railway or other Works hereby authorized are intended to be made, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive, Satisfaction or Recompence for the Value of such Lands or of the Interest therein by them conveyed, and also Compensation for any Damage by them sustained by reason of the Execution of any of the Works by this Act authorized, and also by reason of the severing or dividing such Lands, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Persons and Corporations by reason of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, Recompence, or Compensation, the same respectively or either of them concerning which they do not agree shall be ascertained and settled, if required, by the Verdict of a Jury as herein-after is directed.

Satisfaction to be made for Lands taken for the Railway.

XLIX. And be it further enacted, That the Amount of Compensation to be made for all Lands, being Common or Waste Lands, in the Manor of *Fulham* in the County of *Middlesex*, which shall be required by the said Company for any of the Purposes of this Act, and which shall be injured by reason of the Execution of any of the Works by this Act authorized, shall be fixed according to the Scale of Prices for Waste Lands of the said Manor entered in the Minute Book of the said Manor.

Compensation for Waste Lands of the Manor of Fulham.

L. And for settling all Disputes which may arise between the said Company and the several Owners, Lessees, and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That if any Person, Corporation, or Trustee so interested or entitled, or capacitated to sell, agree, convey, or release as aforesaid, shall not agree with the said Company as to the Amount of such Purchase Money, or Satisfaction, Recompence, or other Compensation as aforesaid, or if any such Parties shall refuse to accept such Purchase Money, Satisfaction, Recompence, or other

In case Parties refuse or are incapable to treat the Value of Land and of Damages to be settled by a Jury.

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Compensation as aforesaid as shall be offered in Writing by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale, Conveyance, and Release of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or for the Satisfaction, Recompence, or Compensation to be paid to them for any Damage, Loss, or Injury whatsoever, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability, whether provided for by this Act or not, be incapable of making such Agreement, Conveyance, or Release as shall be necessary or expedient for enabling the said Company to take such Lands or to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession and which they may claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act, or for the Purchase of Lands required for the Purposes of this Act, cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the said County of *Middlesex*, or in case either of the Sheriffs of *London*, such Sheriffs being Sheriff of the said County or the Under Sheriff of the said County, shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in any ways interested in the Matter in question, then to any of the Coroners of such County not interested as aforesaid, or if all the Coroners shall be so interested then to some Person living in the County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County, and not be interested as aforesaid, (a Person having more recently served either Office being always preferred,) commanding such Sheriff or Coroner, or other Person to impanel, summon, and return, and the said Sheriff or Coroner or other Person is hereby accordingly empowered and required to impanel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster*; and the Persons so to be impanelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impanelled, summoned, and returned a Jury of Twelve Men shall be drawn up by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's

Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can speedily be procured to attend that Service, being so qualified as aforesaid, to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall, upon their Oaths, or being Quakers upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of right purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Satisfaction, Recompence, or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them, which Satisfaction, Recompence, or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, Recompence, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Persons and Corporations whatsoever: Provided always, that in such Inquiry the Person or Corporation claiming Compensation shall be Plaintiff, and shall have all such Rights and Privileges as Plaintiffs in Actions at Law are entitled to: Provided also, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise, either by delivering such Notice to such Party, or by leaving the same at his Place of Abode, or with the Clerk or Agent or principal Officer of the Corporation, in the Case of a Corporation, or with the same Tenant or Occupier of the Premises intended to be valued or respecting which or any Damage to which any such Question shall arise.

LI. Provided also, and be it further enacted, That in ascertaining the Money to be paid for the Purchase of any Lands to be taken for the Purposes of this Act the Jury shall also ascertain and assess the Compensation and Satisfaction to be made by the said Company for any Damages

Value of
Lands and
Compensa-
tion for Da-
mages to be

ascertained
separately.

Damages which shall or may be sustained by any Persons interested in such Lands for or by reason of the severing or dividing the same from other Lands whereof, wherein, or whereto any such Persons aforesaid shall be seised, possessed, or entitled, and also for or on account of any Damage, Loss, or Inconvenience whatsoever which shall or may accrue or be sustained by such Persons by reason of the Execution of any of the Powers of this Act, such Damages, Compensation, and Satisfaction to be settled and ascertained separately and distinctly from the Value of the Lands so to be taken as aforesaid.

Compensa-
tion Money
to be appor-
tioned.

LII. And be it further enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required, to settle what Shares and Proportions of the Purchase Money, Satisfaction, and Recompence or Compensation for Damages which shall be assessed as aforesaid shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, by way of Lease or otherwise, for his Interest therein.

Verdicts to
be recorded.

LIII. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Persons presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the said County of *Middlesex* among the Records of the Quarter Sessions of the said County, and shall be deemed Records to all Intents and Purposes, and the same or true Copies thereof shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Penalty
upon She-
riffs, Jurors,
or Witnesses
making de-
fault.

LIV. And be it further enacted, That if any such Sheriff or his Under Sheriff, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds to the Party who shall be prejudiced or injured thereby, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being a Quaker to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn, or being a Quaker affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse (to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person), shall forfeit and pay for every such Offence, to the Party for whom or on whose Account any such Jury or Witness shall have been summoned, any Sum not exceeding Twenty Pounds; which said last-mentioned Penalty or Forfeiture shall and may be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County or Place in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels

Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced, if any, after such Penalty and the Charges and Expences of such Distress and Sale shall have been deducted.

LV. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be subject to the same Regulations, Pains, and Penalties as if such Jury and Juryman had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster*; and all Persons who in any Examination to be taken by virtue of this Act upon their Oath, or being Quakers upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

Jurors to be under the same Regulations as in Courts at *Westminster*.

Persons giving false Evidence liable to Punishment.

LVI. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid 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 this Act, or as Compensation for Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences of summoning such Jury, and of the Bond to be given by the Party requiring such Jury to be summoned, and the Expences of Witnesses, shall be defrayed by the said Company, and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Ten Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the said Company under a Warrant to be issued for that Purpose by any Justice of the Peace for the said County of *Middlesex* not interested in the Matter in question, which Warrant such Justice is hereby authorized and empowered to issue under his Hand and Seal, on Application made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, One Moiety of such Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy and Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party, as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that in Cases in which by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from

Expences of Jury how to be paid.

treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

Persons requesting Juries to enter into Bonds to prosecute their Complaint and to pay Expences.

LVII. And be it further enacted, That all Parties with whom the said Company shall have any Dispute, and who shall require a Jury to be summoned as aforesaid, shall, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond to the said Company in a Penalty of One hundred Pounds to prosecute their Complaint, and to bear and pay their Proportion of the Costs, Charges, and Expences of summoning and returning such Jury and taking such Verdict, and of the summoning and Attendance of Witnesses, in case any Part of such Costs, Charges, and Expences shall fall on them.

Notice of Injury to be given to the Company before Complaint.

LVIII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed (without the Consent of the said Company), to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on the Behalf of the Person or Corporation making such Complaint, stating the Nature, Extent, and Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Person or Corporation to the said Company Ten Days before the summoning of such Jury, and within the Space of Six Calendar Months after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased.

Tenants at Will or for Years to quit Land after Notice.

LIX. And be it further enacted, That all Persons in Possession of any Lands which shall be required or be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest than as Tenants at Will or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up Possession of such Property to the said Company, or to such Person as the said Company shall appoint to take Possession of the same, at the Expiration of Six Calendar Months, or at any other Time afterwards, next after Notice to that Effect shall have been given by the said Company to or left at the Place of Abode of such respective Tenants or Lessees in Possession, or left upon the said Premises, whether such Notice be given with reference to the Time of the Commencement of such Tenant's holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company, or at such other Time after the Expiration of Six Calendar Months as in any such Notice they shall be respectively required; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to give up such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept to the Sheriff of the said County of *Middlesex* to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the Issuing and Execution of such Precept on

on the Person so refusing to give Possession, by Distress and Sale of his Goods and Chattels:

LX. Provided always, and be it further enacted, That where any such Tenant or Lessee who shall be required to deliver Possession of any Premises occupied by him before the Expiration of his Term or Interest therein shall give the said Company previous Notice in Writing thereof, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee, Satisfaction, Recompence, or Compensation for the Value of his unexpired Term or Interest in the said Premises, and for any Loss or Injury which may arise to him in consequence of being so required to deliver such Possession; which Satisfaction, Recompence, or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction, Recompence, or Compensation for any Lands taken or used by the said Company is by this Act directed to be made or determined.

Interests of such Tenants may be settled by a Jury.

LXI. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction, Recompence, or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Lands intended to be taken or used under the Authority of this Act, under or by virtue of any Demise, Lease, or Agreement for Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease or Agreement for Lease, Demise, or Grant in respect of which such Claim to Satisfaction, Recompence, or Compensation shall be made; and if such Lease or Agreement for Lease, Demise, or Grant shall not be produced or shown within Twenty-one Days after Demand made by the Clerk of the said Company, or any Person by him authorized, the Party claiming such Satisfaction, Recompence, or Compensation shall be considered and treated as a Tenant holding from Year to Year.

Persons holding under Leases to produce the same.

LXII. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken, used, or injured for the Purposes of this Act, as to the Amount or Value of the Damages done by the said Company, their Agents or Workmen, to such Property, in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall, in case the Amount of Damages claimed does not exceed the Sum of Twenty Pounds, be ascertained and determined by some Two or more Justices of the Peace for the said County of *Middlesex*, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company.

For settling Disputes as to Damages to a small Amount.

LXIII. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or any Interest therein, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon,

Application of Compensation Money amounting to 200%.

thereon; or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any Compensation under this Act, which any Corporation, Tenant in Tail or for Life, Husband, Guardian, Trustee, or Feoffee in Trust, Committeé, Executor, or Administrator, Feme Covert, or any Person whomsoever for or on behalf of any Wife, Ward, Lunatic, Idiot, or Cestuique Trust, whether Infants, Issue unborn, Femmes Coverts, or any Person whomsoever whose Lands are limited in strict or other Settlement, or any Person under any Disability or Incapacity, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The *Birmingham, Bristol, and Thames Junction Railway Company*," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intitled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall when so paid in there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the same Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance, affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court made in a summary Way as aforesaid, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money may, by Order of the said Court, upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party for the Time being who would have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

When less than 200*l.* and exceeding 20*l.*

LXIV. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Two hundred Pounds, then the same shall, at the
Option

Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of such Interest therein, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, with the Approbation of the said Company signified in Writing under the Hands of Three at least of the Directors of the said Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and to be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option, (such Nomination to be approved of by the said Company,) and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties and of Three at least of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer.

LXV. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Land so taken or used for the Purposes of this Act, or in respect of which such Compensation shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, then such Money shall be paid, for their Use, to their respective Husbands, Guardians, Committees, or Trustees.

When not exceeding 20*l*.

LXVI. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as the Purchaser, of all Conveyances and Assurances of any Lands which shall be purchased or taken by the said Company for the Purposes of this Act, and of deducing, evidencing, and verifying such Title as the Company may require to the said Lands, and of making out and furnishing such Abstract and such attested Copies as the said Company may require, and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or in case there shall be any Dispute about the same shall obtain such Order as herein-after mentioned, and shall deposit, for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party or Parties from whom the Lands shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein-mentioned not having been made, unless the Party or Parties from whom such Lands shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been

Expences of Title to be paid by the Company.

[Local.]

given to them by the said Company, deliver a Bill of their said Costs, Charges, and Expences to the said Company.

In case of
Dispute as
to the
Amount of
such Costs
the same to
be taxed by
a Master of
the Exche-
quer.

LXVII. And be it further enacted, That if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to One of the Masters of the said Court to be taxed in the usual Manner, and such Order shall be served on the Party or Parties aforesaid, who shall be at liberty to proceed under the same; and after Taxation of such Costs, Charges, and Expences it shall be lawful for the said Court to order and direct that the Amount of the same so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Person or Persons from whom such Lands shall have been purchased or taken, shall be paid to the Person or Persons aforesaid; and the said Money so deposited as aforesaid shall be applied, under the Direction of the said Court, towards the Payment thereof so far as the same will extend: Provided always, that the said Company shall not be at liberty to enter into Possession of the Lands so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited the Sums claimed in respect of the same in the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* "The *Birmingham, Bristol, and Thames Junction Railway Company*," pursuant to the Method prescribed by the hereinbefore mentioned Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth; which Sums shall be applied, under the Order of the said Court, in payment of the said Costs, Charges, and Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Person or Persons from whom the said Lands were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

In case of
not making
out Titles,
&c., the
Money to be
paid into the
Bank.

LXVIII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under or by virtue of the Powers of this Act, or for any Interest, or for Compensation, as aforesaid, shall refuse or neglect to accept the same, or to convey the Premises or Interests in the Premises purchased, or shall refuse, neglect, or be unable to make a Title to such Premises, or to such Interest in the Premises, to the Satisfaction of the said Company, or shall be absent from *England*, or shall not be conveniently found, or if any Party entitled unto or to convey such Lands or such Interest therein cannot be conveniently known or discovered, or be not shown to the Satisfaction of the said Company to be such Party, then and in every such Case it shall be lawful for the said Company to

order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them, so far as the said Company can do), subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money or to any Part thereof, by Petition, is hereby empowered, in a summary Way of proceeding or otherwise, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper, and the Cashier of the Bank of *England* who shall receive such Money, is hereby required to give to the said Company a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.)

LXIX. And be it further enacted, That where any Money agreed or awarded to be paid for the Purchase of any Houses or Tenements taken or used under the Powers of this Act, or for any Compensation or Satisfaction under this Act, shall have been paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The *Birmingham, Bristol, and Thames Junction Railway Company*," pursuant to the Directions contained in this Act, it shall be lawful for the said Court of Exchequer, upon Petition for that Purpose by the Party who would have been entitled to or in Receipt of the Rents and Profits of the Lands in respect of which such Money shall have been so paid in, from Time to Time to order such Part (if any) of the said Purchase or Compensation Monies as the said Court shall think fit to be laid out and applied in the repairing or rebuilding of any Houses or other Buildings taken down or injured in the Construction of the said Railway and Works, or in erecting other Houses or Buildings, or otherwise for the permanent Benefit of the Estate, in such Manner as to the said Court shall seem fit.

Power for the Court of Exchequer to order Compensation to be applied in rebuilding Houses, &c.

LXX. Provided always, and be it further enacted, That where any Question shall arise in reference to the Provisions aforesaid, or otherwise upon this Act, touching the Title of any Party to any Lands, or to any Interest in any Lands, or to any Compensation Money in respect of Damage done to any Lands, or to any Money to be paid into the Bank of *England* for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands, to be taken or used in pursuance of this Act, or for Compensation as aforesaid, or to any Annuities or Securities to be purchased with any such Money as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Persons and Corporations claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, or such Interest therein, or to such Money as aforesaid, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities to be purchased

Persons in Possession presumptively entitled.

purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly.

The Court may order Payment of the Expences of Purchase from incapacitated Persons.

LXXI. And be it further enacted, That where, by reason of the Disability or Incapacity of any Person or Corporation entitled to any Lands, Tenements; or Hereditaments to be taken under or by virtue of this Act, or from any other Cause whatsoever, the Purchase Money for such Lands, Tenements, or Hereditaments, or any Money to be paid for or by way of Compensation or Satisfaction for any Injury or Damage done to the same, shall be required to be paid into the Bank of *England*, and be subject to the Orders and Directions of the Court of Exchequer, under the Provisions contained in this Act, it shall be lawful for the said Court to order the reasonable Costs, Charges, and Expences attending such Purchase, taking, or using of any Lands, Tenements, or Hereditaments, or which may be incurred in consequence thereof, and also of the Investment of the Purchase or Compensation Money paid in respect of such Lands, Tenements, and Hereditaments in Real or Government Securities, and likewise of the Re-investment of such Purchase or Compensation Money, or the Government and Real Securities purchased therewith, in the Purchase of Lands, Tenements, and Hereditaments, as herein-before mentioned, together with the Costs, Charges, and Expences of obtaining the proper Orders and of the other Proceedings for such Purposes, and of the Payments of the Dividends and Interest of the said Government or Real Securities, and of the Payment of the Principal of the said Purchase or Compensation Money, and of the Government or Real Securities purchased therewith, out of Court, to be paid by the said Company, and the said Company shall from Time to Time pay such Sums of Money for the said Costs, Charges, and Expences as the said Court shall direct.

Power to enter Land, &c. on Payment or Tender of Purchase Money.

LXXII. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties or awarded by a Jury in manner aforesaid for the Purchase of any Lands, Rent, or other Charge, or as a Compensation for any Loss or Injury as aforesaid, to the respective Proprietors of such Lands or other Persons respectively interested therein and entitled to receive such Money or Compensation respectively, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands (to the Satisfaction of the said Company), or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable to convey the same, then upon Payment of such Money into the Bank of *England*, as herein-before directed, to the Credit of the Parties interested in such Lands, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands or such Compensation as aforesaid, which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank of *England* as herein-before directed, to an Account *ex parte* "The *Birmingham, Bristol, and Thames Junction Railway Company*," then and in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together

together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company, to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower, and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this Act, save for the Purposes of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively: Provided also, that it shall not be lawful for the said Company to make such Entry, after Demand made of such Purchase Money or Compensation by the Party or Parties entitled thereto, and Default made by the said Company in Payment thereof for the Space of Twenty-one Days after such Demand, unless such Payment shall be delayed by the Acts, Neglect, or Default of the Party or Parties entitled thereto.

LXXIII. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Railway and other Works, for the Purpose of laying or depositing thereon the Earth, Clay, and other Materials which shall have been taken out in excavating deep Cuttings, or of manufacturing such Clay into Bricks; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands, by the Exercise of the Powers and Authorities aforesaid, until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid without having previously made such Payment or Tender or Investment of Money as herein-before mentioned; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by this Act to be authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of depositing or manufacturing upon such Lands or upon any Part thereof respectively any Soil, Gravel, Clay, Sand, Stone, or other Materials which shall have been excavated, dug, or got in making the said Railway or other Works, or which may be taken or dug out of or from any Lands adjoining to the Place where the said Works shall be then carried on, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted.

Compensation to be made for temporary Damage.

to them, and making Compensation for such temporary Occupation of the said Lands to the Owners and Occupiers thereof, such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in case of Disputes as to the Value of Lands through or upon which the said Railway and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required to make such Compensation and Satisfaction for the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid within One Calendar Month after the Expiration of the Period by this Act granted for executing the said Railway and other Works: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fencings so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto; and before entering upon any such Lands for such temporary Purposes as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Sureties, who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds *per* Acre, conditioned for the Payment of such Compensation, such Sureties to be approved of by Two Justices for the County of *Middlesex* in case the Parties differ about the same: Provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Railway, nor to make Bricks or place a Steam Engine upon any such Lands at any Place which shall not be distant at least Two hundred and fifty Yards from any Mansion, without the Leave of the Owner or Occupier of such Mansion in Writing first obtained for that Purpose: Provided always, that nothing herein contained shall authorize or empower the said Company to deposit upon any Turnpike Road any Soil, Gravel, or other Materials, except for the Purpose of carrying the said Railway immediately across such Turnpike Road, and in such Case not for a longer Period than shall be unavoidably necessary and requisite, and so as such Deposit (if any) shall not be made in any Manner to affect or obstruct the free Passage along such temporary Road as herein-after is provided to be set out and made.

Where small
Parcels of
Land are in-
tersected the
Company
compellable
to purchase
the whole.

LXXIV. And be it further enacted, That if in the Execution of any of the Powers of this Act any Land shall be cut through and divided so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than Half a Statute Acre in Quantity, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be so left on either Side of the said Railway, then and in every such Case, if such Owner shall so require, but not otherwise, the said Company shall also purchase the Land so left on both or on either of the Sides of the said Railway, being less than Half a Statute Acre in Quantity as aforesaid, the Value thereof to be ascertained (if the Parties differ about the same) in the same Manner as is directed concerning any

any Land to be taken or used for the Purposes of this Act; or in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left he may require the said Company, at the Expence of the said Company, to throw the same into the adjoining Land of such Owner, by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner.

LXXV. And be it further enacted, That if any Corporation or other Party by this Act authorized to sell and convey any Lands shall be applied to by or on behalf of the said Company to treat for, sell, dispose of, or convey any Part of any House, Warehouse, or Building in the actual Occupation of One Person or of several Persons jointly, and shall, by Notice in Writing to be left at any Office of the said Company within Fourteen Days after such Application, signify his Inclination or Desire to treat for, sell, dispose of, and convey the whole of such House, Warehouse, or Building, and it shall happen that the said Company shall not think proper or be willing to purchase the whole of such House, Warehouse, or Building, then and in such Case nothing in this Act contained shall extend or be construed to extend to compel such Corporation or Party interested therein to treat for, sell, dispose of, or convey, or to authorize the said Company to take or use, any Part only or less than the Whole of such House, Warehouse, or Building; any thing herein contained to the contrary notwithstanding.

No Person compellable to sell a Part of a House, &c. if willing to sell the whole.

LXXVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation (who shall be willing to sell the same) for the Purchase of any Lands not exceeding in the whole Twenty-five Statute Acres in addition to the Lands hereby authorized to be purchased, in such Places as shall be deemed eligible for the Purpose of making and providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences for receiving, depositing, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking by this Act authorized, which the said Company shall judge requisite; and it shall be lawful for all Persons and Corporations, including especially such Persons and Corporations as are herein-before capacitated to sell and convey other Lands, and to release Rents and other Charges for the Purposes of this Act, to sell or grant and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein-before mentioned, or any of them, and to release Rents and other Charges thereon, and to enfranchise any such Lands being of Copyhold or Customary Tenure, in the same Manner as herein-before directed concerning the Lands to be taken for the Purpose of making the said Railway and other Works by this Act authorized.

Empowering Company to purchase Twenty-five Acres of Land for additional Stations.

LXXVII. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for the Purposes of additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences,

Company authorized to sell Lands not required for additional Stations, and

as

afterwards
to purchase
other Lands
for the like
Purposes.

as herein-before authorized, or such Parts of such Lands as the said Company shall think proper, and in such Manner, and for such Considerations, and to such Persons as the said Company shall think proper, and again to purchase other Lands which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner herein-before mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and held by the said Company for the Purposes herein-before mentioned shall not exceed at any one Time the Number of Acres for those Purposes expressly specified or allowed in this Act.

Restraining
the Company
from pur-
chasing more
than Twenty-
five Statute
Acres of
Land for
additional
Stations
from in-
capacitated
Persons.

LXXVIII. And whereas the said Company, in addition to the Lands hereby authorized to be taken for making the said Railway and other Works, are enabled to purchase of Persons and Corporations willing to sell the same Twenty-five Statute Acres of Land, by virtue of this Act, for the Purpose of providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences, and all Persons and Corporations whomsoever are empowered to sell such Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling Lands so purchased from Persons and Corporations being under legal Disability or Incapacity, and again purchasing other Lands from the same or from any other Persons or Corporations being under legal Disability or Incapacity, in lieu of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee, or Feoffee in Trust for charitable or other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or from any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person under legal Disability or Incapacity, except as herein-after excepted, more than such Twenty-five Statute Acres; and in case the said Company shall purchase such Twenty-five Statute Acres from any Person or Corporation under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Twenty-five Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same or of or from any other Person or Corporation being under legal Disability or Incapacity, nor for the same nor for any other Person or Corporation being under legal Disability or Incapacity to sell to the said Company, any other Lands in lieu of such Twenty-five Statute Acres of Land or any Part thereof so sold or disposed of by the said Company.

Enabling the
Company to
sell Lands
not wanted
for the Pur-
poses of the
Act.

LXXIX. And whereas by means of the Purchases which the Company are empowered and required to make by virtue of this Act it may happen that they may be seised or possessed of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years from the passing of this Act, to contract for and sell, and by Deed under their Common Seal, and for such Considerations as they may deem reasonable, to convey to the Purchasers thereof, any Part of such superfluous Lands, or any Estate or Interest purchased by the said Company in such Lands, or any
Part

Part thereof; and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall dispose of any such superfluous Lands, shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, such Persons being in *England*, and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect to signify their Desire and Intention to purchase such Lands for the Space of Thirty Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease; and a Declaration before any Justice of the Peace for the said County of *Middlesex*, or any Master or Master Extraordinary in Chancery, by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made, and was refused and was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and such Person and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company, and the Expence of hearing, and determining such Difference shall be paid and borne in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company, *mutatis mutandis*; and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act.

LXXX. And be it further enacted, That upon Payment of the Money which shall arise from the Sale of any Lands, or of any Interest therein, belonging to the said Company, which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for any Two Directors of the Company, or for the Secretary or Clerk or any Officer appointed by the said Directors for the Purpose, to sign and give a Receipt for the Money so paid, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, or for such other Money as in such Receipt shall be expressed to be received; and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

Company,
upon Pay-
ment of Mo-
ney, to give
Receipts.

Company empowered to purchase a Farm and cultivated Lands of the See of London.

LXXXI. And whereas the Line of the said Railway passes over and through a Farm situate and being in the Parish of *Hammersmith* aforesaid, called and known by the Name of *Eynham Farm*, containing by Estimation One hundred and thirty Acres Three Roods and Sixteen Perches, or thereabouts, which is held by *Joseph Marriott* Esquire by Lease for Lives under the Lord Bishop of *London*, (the said Farm being Parcel of the Possessions of the See of *London*,) and it is expedient that the said Company should be enabled to purchase the whole of the said Farm, and be required again to sell so much thereof as shall not be wanted for the Purposes of the said Company; be it therefore enacted, That notwithstanding any thing herein contained to the contrary it shall be lawful for the said Company and they are hereby empowered to contract with the Person willing to sell the same Farm, and to purchase and take the same or any Part thereof, and all or any of the Appurtenances thereto belonging, and that it shall be lawful for all Persons whatever (including all such Persons as are herein-before capacitated to sell and convey other Lands for the Purposes of this Act) to sell and convey all or any Part of the said Farm and the Appurtenances thereof unto the said Company and their Successors in the same Manner as is herein-before directed concerning the Lands to be taken for the Purposes of making the said Railway and other Works by this Act authorized.

Company to sell so much of the said Farm and Lands as shall not be required.

LXXXII. And be it further enacted, That the said Company shall and they are hereby required, within Ten Years from the passing of this Act, to sell and dispose of so much and such Part of the said Farm called *Eynham Farm*, and the Appurtenances thereto belonging, which shall have been purchased by the said Company, and which may not be required for the Purposes of this Act, either together or in Parcels, by public Auction or private Contract, or both, and to any Person whatever, for such Price and in such Manner as the said Company shall think fit, and to convey the same by Deed under their Common Seal to the Purchaser thereof.

The Word "grant" in Conveyances from the Company to amount to certain Covenants.

LXXXIII. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate and be construed and adjudged in all Courts of Judicature to be express Covenants, to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, and that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their

their Successors from all Incumbrances committed by the said Company, and also for further Assurance, at the Expence of such Grantees respectively, their Heirs, Successors, Executors, Administrators, or Assigns, of such Lands and Premises by the said Company or their Successors, and all claiming under them, unless except and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches of Covenant as they might do in case such Covenant were expressly inserted in such Conveyances.

LXXXIV. And be it further enacted, That when the said Railway shall cross any Turnpike Road or public Highway, either such Turnpike Road or public Highway shall be carried over the said Railway or the said Railway shall be carried over the said Turnpike Road or public Highway, at the Expence of the said Company, by means of a Bridge of such Construction as is herein-after mentioned.

Railway not to cross Turnpike Roads on a Level.

LXXXV. And be it enacted, That in the event of the said Railway being at any Time abandoned or disused by the said Company for the Space of Three Months after the same shall have been completed it shall be lawful for the Trustees for the Time being of the respective Turnpike Roads under which the said Railway shall pass to require the said Railway Company to reinstate the said Turnpike Roads respectively in the same Condition, as nearly as may be, as the said Turnpike Roads were at the Time or immediately before the said Railway was carried under the said Roads, and the said Railway Company shall not be discharged from their Liabilities to the said Trustees until such full Reinstatement of the said Turnpike Roads respectively shall have taken place.

In the event of the Abandonment of the Railway the Turnpike Roads to be reinstated.

LXXXVI. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any Turnpike Road, the Span of the Arch of such Bridge shall be formed, and shall at all Times be and be continued, of such Width as to leave a clear and open Space under every such Arch of not less than Twenty-five Feet, and of a Height from the Surface of such Turnpike Road to the Centre of such Arch of not less than Sixteen Feet, and the Descent under any such Bridge shall not exceed One Foot in Thirty Feet; and where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any public Carriage Road not being a Turnpike Road, the Span of the Arch of such last-mentioned Bridge shall be formed, and shall at all Times be and be continued, of such Width as to leave a clear and open Space under every such last-mentioned Arch of not less than Eighteen Feet, and of a Height from the Surface of such public Carriage Road not being a Turnpike Road to the Centre of such Arch of not less than Sixteen Feet, and the Descent under any such last-mentioned Bridge shall not exceed One Foot in Twenty Feet; and where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any private Carriage Road or Occupation Way, the Span of the Arch of such last-

Regulations as to Width and Height of Bridges for carrying Railway over Roads.

last-mentioned Bridge shall be formed, and shall at all Times be and be continued, of such Width as to leave a clear and open Space under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of such private Carriage Road or Occupation Way to the Centre of such Arch of not less than Sixteen Feet, and the Descent under any such last-mentioned Bridge shall not exceed One Foot in Thirteen Feet.

Regulating
Ascent of
Bridges for
carrying
public Roads
over the
Railway.

LXXXVII. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road, public Highway, or Occupation Road over the said Railway, the Road over such Bridge shall be formed, and shall at all Times be continued, of such Width as to leave a clear and open Space between the Fences of such Road of not less than Twenty-five Feet, and the Ascent of every such Bridge for the Purpose of such Turnpike Road shall not be more than One Foot in Sixty Feet, and for the Purpose of any such public Highway not being a Turnpike Road not more than One Foot in Twenty Feet, and with respect to any private Carriage Road or Occupation Way not more than One Foot in Thirteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Roads to be
drained.

LXXXVIII. And be it further enacted, That proper and sufficient Drainage for the said Turnpike Roads shall be made and maintained to the Satisfaction of the Surveyor of the said Roads respectively wherever any Alteration made by the said Company shall affect the said Drainage.

Providing
for Injury to
Roads.

LXXXIX. Provided always, and be it further enacted, That in all Cases wherein in the Exercise of any of the Powers hereby granted any Part of any Carriage or Horse Road, Railway or Tramroad, either public or private, shall be found necessary to be cut through, raised, sunk, taken, or so much injured as to be impassable or inconvenient for Passengers or Carriages, or to the Persons entitled to the Use thereof, the said Company shall at their own Expence, before any such Road shall be so cut through, raised, sunk, taken, or injured as aforesaid, cause another good and sufficient Road (as the Case may require) to be set out and made instead thereof, and such new Road shall be as convenient for Passengers and Carriages as the said Road so to be cut through, raised, sunk, taken, or injured as aforesaid, or as nearly so as may be; and where the Road cut through, raised, sunk, or injured shall be a Turnpike Road, the substituted Road shall be set out and made and kept in repair, and the principal Road shall be set out and made and kept in repair, and the principal Road shall be restored within Six Calendar Months after the Commencement of the Operation, to the Satisfaction of the Surveyor of the Trustees of such Turnpike Road; and that the Railway when it shall cross any such Turnpike Road shall be constructed and kept in repair so as to prevent as far as possible and may be practicable any Obstruction to the said Turnpike Road: Provided also, that whenever the said Railway shall cross any public Footpath otherwise than on a Level or by means of a Bridge, such Access shall be made thereto on the Slopes of the said Railway as shall render the Approach convenient to the Public; and in case the said Company shall not in manner aforesaid cause a good and sufficient Road to be set out and made before
any

any such Road shall be so injured or prejudiced as aforesaid, or in case any Turnpike Road shall not be restored within Six Calendar Months after the Commencement of the Operation herein-before mentioned, then and in either of such Cases the said Company shall forfeit and pay for each and every Day during which such good and sufficient Road shall be neglected to be made as herein-before described, or during which such Turnpike Road shall not be restored after the Expiration of the said Six Calendar Months, the Sum of Twenty Pounds; which Penalty shall be recoverable from the said Company in such and the same Manner as any other Penalty levied by the said Company for which no special Provision is made by this Act.

XC. And be it further enacted, That the said Company shall, at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith make and erect, and from Time to Time maintain, such and so many convenient Gates in, upon, or adjoining the said Railway, and such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as Two or more Justices of the Peace acting within their Jurisdiction shall, upon the Application of the Owner or Occupier of any Lands, judge necessary and appoint (in case there shall be any Dispute about the same) for the Use of the Owners or Occupiers of the respective Lands through which such Railway shall be made, and for the commodious Use and Occupation of the Lands on either Side of the said Railway, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout by reason of such Railway or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, in Carts and other Carriages, across or along such Lands, in such Manner as to do as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as herein-before directed, or any of them, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall feel themselves aggrieved by such Neglect or Refusal, to make and erect, or, as the Case may require, to maintain and repair such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made and erected as aforesaid, so that in making, erecting, repairing, or maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as

Company to erect Gates for the Protection of adjoining Lands.

[Local.]

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aforesaid,

aforesaid, the said Railway, or any of the Works by this Act authorized to be made or constructed by the said Company, shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices (in case there shall be any Dispute about the same), shall be repaid to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired and maintained such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Five Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid the said Justices are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; and the said Owners and Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law to be commenced and prosecuted in such Manner as in other Cases is by this Act directed: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made over or under the said Railway or any Part thereof at or in any Place or Manner at or in which the same would if so erected or made prevent or obstruct the working or using the said Railway.

Owners of Land empowered to erect Gates in case of Insufficiency of those erected by Company.

XCI. And be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient, either in Number or Situation, for the commodious Use or Occupation of the respective Lands through which the said Railway shall pass, it shall be lawful for any such Owners or Occupiers, with Consent of the said Company, upon Request in Writing made to them, or in case of their Refusal for the Space of Ten Days next after such Request, then with the Consent of the said Justices given after Summons to the said Company and due hearing of their Objections, to make and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, of the same or like Construction or Form with those made and erected by the said Company, over, under, or by the Side of or leading to or from the said Railway, in such Places as shall be found and adjudged most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands; and such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages shall thenceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands the respective Owners or Occupiers of which shall

shall have made or erected the same, so that the Passage to or upon the said Railway be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than shall be unavoidably necessary.

XCII. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, after any Land shall have been taken for the Use of the said Railway and other Works, to separate the same and to keep the same constantly separated from the Lands adjoining to such Railway and other Works, with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences; and the said Company shall make and maintain all necessary Gates and Stiles in all such Fences to be made as aforesaid (all such Gates being made to open towards such Lands, and not towards the said Railway); and in every such Case the Powers, Provisions, Directions, and Regulations herein-before contained with respect to the Gates and other Works aforesaid shall extend and apply to the making and maintaining of such Fences, and the Gates and Stiles in such Fences, as fully and effectually to all Intents and Purposes as if such Powers, Provisions, Directions, and Regulations were here repeated and enacted with respect to such Fences, Gates, and Stiles.

For fencing off Railway through private Lands.

XCIII. And be it further enacted, That the said Company shall and they are hereby required from Time to Time, at their own Expence, to make such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway and the Fences on the Side thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway as before making the said Railway, without obstructing or impounding the same Water to the Prejudice of any of the said Lands, and also to make proper Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of as easy Access to their ancient Watering Place as before, and to supply the same at all Times with Water from such Rivers, Brooks, Streams, or Springs of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source or Feeder which can lawfully be obtained for that Purpose.

Company to make sufficient Drains, &c. to carry the Water off adjoining Lands.

XCIV. Provided nevertheless, and be it further enacted, That nothing herein contained shall give any Power or Authority to the said Company, their Successors or Assigns, to take away, alter, or in any Manner interfere with a certain Sewer called *Counter's Creek Sewer*, or the Sewage, Drainage, or Passage of Water under the Jurisdiction of the Commissioners of Sewers for the City and Liberty of *Westminster* and Part of the County of *Middlesex*, or any other Sewer, Drain, Stream, or Watercourse communicating therewith, now under the Jurisdiction of the said Commissioners, without the Consent or Order of a Court of Sewers for that Purpose being first obtained; and if the said Commissioners shall in their Discretion give or make such Order, the said Company, their Successors and Assigns, shall and they are hereby required, in the making any Sewers, Drains, or Watercourses, or making any Alterations in the existing Sewers, Drains, Streams, or Watercourses, to make, do, and perform the same in such

Company not to interfere with Sewers without Consent of Commissioners.

Manner

Manner and under such Regulations and Directions in every respect as the said Commissioners of Sewers shall by their Order prescribe and direct ; and such Consent or Order, or the doing such Works or any of them, or any Part thereof, shall not in any way affect, prejudice, lessen, or weaken any of the Rights, Powers, or Authorities of the said Commissioners over the said *Counter's Creek* Sewer, or any other Sewer, Drain, Stream, or Watercourse connected therewith, or under their Jurisdiction as aforesaid.

Act not to prevent Owners of adjoining Lands to make Breaches to communicate with the Railway ;

XCV. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, from laying down, either upon their own Lands, or upon the Lands of other Persons with the Consent of such Persons, any collateral Branches from their respective Lands to communicate with the said Railway ; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication, in such Places as may be most convenient for that Purpose, and as may the least interfere with the Passage of the said Railway ; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or other Person as aforesaid : Provided also, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Places where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel ; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company as to the proper Places for making any such Openings in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be left to the Decision of any Two Justices of the Peace acting within their Jurisdiction, whose Determination, after the Examination of such competent Witnesses as may be produced before them, shall be binding, and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

nor to make Communications across the Railway.

XCVI. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner of any Lands adjoining the said Railway from making any Railway, Bridge, or Culvert to, from, across, over, under, or into the said Railway hereby authorized to be made by the said Company, and to use such Railway, Bridge, or Culvert so made by him for the Benefit of himself and of all other Persons to whom he may from Time to Time give Leave, so that such Railway, Bridge, or Culvert do no Injury to and do not prevent the free Passage upon the Railway hereby authorized to be made by the said Company ; and all such Railways, Bridges, and Culverts shall be made and erected, and from Time to Time repaired or renewed, under the Superintendence of the Engineer of the said Company, and according to Plans and Specifications to be submitted to and approved of by such Engineer previously to the com-

commencing of such Railway, Bridges, and Culverts respectively: Provided always, that in case such Engineer shall neglect or refuse to give his Opinion upon such Plan and Specification within One Calendar Month; then such Plan and Specification shall be submitted to Two of His Majesty's Justices of the Peace acting within their Jurisdiction, who shall make such Order therein as they shall think proper: Provided nevertheless, that in case any Damage or Obstruction shall be thereby or by the Want of Repair thereof done or occur to or in the Railway or Works by this Act authorized to be made by the said Company; the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners for the Time being of the Land for whose Benefit any such other Railway, Bridge, or Culvert may be made or continued; and if the same shall not be forthwith done it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expences attending the same, in case of Refusal or Neglect to pay the same within Fourteen Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners, or by Action of Debt or on the Case, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

XCVII. And be it further enacted, That all Persons opening any Gate set up across the said Railway, or any Gate set up at either Side of the said Railway, shall and they are hereby respectively required, as soon as they, and the Carriages, Cattle, or other Animals or Things under their Care or which they may accompany, shall have passed through the same, to shut or fasten the said Gate; and every Person neglecting so to do shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Gates opening upon the Railway to be shut and fastened after passing through them.

XCVIII. And be it further enacted, That the First General Meeting of the said Company shall be held within Six Calendar Months next after the passing of the Act; and from and after such First General Meeting of the said Company there shall be a Half-yearly General Meeting of the said Company in the Third Week of the Month of *February* and the Third Week of the Month of *August* in each and every Year, or within the Space of Twenty Days next after each of such Periods, and all such and so many Special General Meetings of the said Company as the Directors of the said Company shall think proper to convene, or as shall be convened by the Proprietors in manner herein-after provided; of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given in the Manner herein-after directed; and every such Notice of a Special General Meeting shall specify the Purpose for which the same is called; and such First General Meeting and such Half-yearly General Meetings and Special General Meetings may be adjourned from Time to Time, all Adjournments being made to the same Place where the original or preceding Meeting shall have been held.

First and other General Meetings.

XCIX. And be it further enacted, That Ten or more Proprietors of the said Company holding in the Aggregate Five hundred Shares or upwards in the said Undertaking, upon which Shares all Calls actually previously made shall have been paid and satisfied, may at any Time, by Writing under their Hands, left at the Office of the said Company, or left at or

Meeting of Proprietors may be specially convened.

[*Local.*]

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delivered

delivered to some Inmate of their last or usual Places of Abode, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice shall have been given as aforesaid, the same may be called by such Ten or more Proprietors by giving Fourteen Days Notice thereof in Two or more *London* Newspapers; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present at such Meeting shall proceed in the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice, and to those only; and all Acts of the major Part in Votes of the Proprietors of the said Company met together at any Special General Meeting shall be as valid with respect to the Matters specified in such Notice, and those only, as if the same had been done at a General Meeting held at the Time herein-before appointed for holding the same.

Business at
Special and
adjourned
General
Meetings.

C. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called; and no Business shall be transacted at any adjourned General or adjourned Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Notice of
Meetings
how to be
given.

CI. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any other Matters, to any of the Proprietors of the said Company, and all other Notices which may be required to be given by or on behalf of the said Company, and which are not herein otherwise provided for, shall be signed by the Chairman or Deputy Chairman of the said Directors of the said Company, and shall be given by Advertisement inserted in Two or more *London* Newspapers; and such last-mentioned Notices, when so published and given, shall be deemed and considered the same as if personally served.

General
Meetings to
consist of
not less than
10 Persons
possessed of
at least 500
Shares.

CII. Provided always, and be it further enacted, That if at any General or Special General Meeting there shall not, within Two Hours from the Time appointed for such Meeting, be Ten Persons present personally who shall in the whole be entitled to vote in respect of at least Five hundred Shares, no Choice of Directors shall be made, nor shall any Business be transacted, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Fourteen Days from that Time; and if such sufficient Number of Proprietors, personally or by Proxy, shall not then attend thereat, such Meeting shall stand adjourned to the following Day; and in case such Number of Persons, qualified as aforesaid, shall not then be present, the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of until new Directors shall be appointed at the General Meeting which shall be held in the Month of *February* in the following Year.

CIII. And

CIII. And be it further enacted, That at all General and Special Meetings of the said Company the Chairman of the said Directors, and in his Absence the Deputy Chairman of the said Directors, and in the Absence of both Chairman and Deputy Chairman any Proprietor to be chosen at such Meeting, shall preside as Chairman; and at every such Meeting the Chairman, in addition to his own Votes in respect to his own Shares, and the Shares of any Proprietor whose Proxy he may hold, shall, in case of Equality of Votes, have a casting Vote.

Who is to preside at Meetings of the Company.

CIV. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act all Persons and Corporations who shall have duly subscribed for or become entitled to Five Shares in the said Undertaking, and their respective Successors, Executors, Administrators, or Assigns, shall have a Vote for such Shares, and shall have an additional Vote for every Five Shares which they shall have subscribed for or become entitled to in the said Undertaking, but no Person shall have more than Twenty Votes although possessed of more than One hundred Shares in the said Undertaking, and such Vote or Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seals of such Bodies, or under the Hands of the other Proprietors appointing such Proxies, all such Proxies being Proprietors of Shares in the said Undertaking; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of the Proprietors of the said Company then present personally or by Proxy; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and also as a Proxy, but in case of an Equality of Votes shall and may also have the deciding or casting Vote; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be and be deemed and taken to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking of any Votes at such Meeting; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted, and other Circumstances, will admit; (that is to say,)

Directing how Subscribers shall vote at Meetings.

“ *A. B.* of _____ one of the Proprietors
 “ of the *Birmingham, Bristol, and Thames Junction Railway Company*,
 “ doth hereby appoint *C. D.* of _____ to be the
 “ Proxy of the said *A. B.* to vote or give his Assent to or Dissent from
 “ any Business, Matter, or Thing relating to the said Undertaking which
 “ shall be proposed at any General or Special General Meeting of the said
 “ Company in such Manner as he the said *C. D.* shall think
 “ proper. In witness whereof the said *A. B.* hath hereunto set his Hand
 “ [or Common Seal] the _____ Day of _____.”

Form of Proxy.

CV. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall for the Purposes of this Act be deemed the

The Person whose Name stands first as a Joint Stock Pro-

prietor of Shares, to be deemed the Owner, and to vote.

the Proprietor of such Share, and as between several Proprietors all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Share so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London Gazette* as herein mentioned (as the Case may require); and such Notice shall be deemed sufficient Notice to such Person whose Name shall so stand first as aforesaid, and to all other the Proprietors of such Share, for all the Purposes for which such Notice is intended to be given.

Lunatics and Minors to vote by Committees and Guardians.

CVI. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Idiot or Minor, such Lunatic or Idiot shall or may vote at such Meeting by the Committee of his Estate or by any of such Committees, and such respective Committees or any of them may vote in respect of the Interest of such Lunatics or Idiots either in Person or by Proxy; and such Minor shall and may vote by his Guardian or by any of his Guardians, and such respective Guardians or any of them may vote in respect of the Interest of such Minors either in Person or by Proxy: Provided always, that every such Committee or Guardian, or each of several Committees or Guardians, may also vote in right of his own Share, if he have any, as well as in the Character of Committee or Guardian.

Proprietors in arrear not to vote.

CVII. And be it further enacted, That no Proprietor of any Share on which any Call shall have been made shall, after the Day appointed for the Payment of the same, be allowed to vote, either personally or by Proxy, at any Meeting of the Proprietors of the said Company, or to act or vote as a Director at any Meeting of the said Directors, until the Money called for in respect of such Share shall have been fully paid.

Powers of General and Special Meetings.

CVIII. And be it further enacted, That it shall be competent to any General or Special General Meeting to call for, inspect, and examine the Accounts of the said Company and of the Directors, and of the Receivers and Collectors of the Rates, Tolls, or other Sums, and of the Officers of the said Company, and also in like Manner to call for, inspect, and examine all Rules, Regulations, Accounts, Books, Vouchers, Memorandums, and Documents relating to the said Company or to the Business thereof, and to call for any Information or Explanation from the Directors, Secretary, and other Officers of the said Company in respect of the said Matters or any of them, and also to give and allow to the Directors for the Time being collectively, or to each or any of them individually, such Remuneration, Salary, or Allowance for his or their Time and Trouble in attending to or conducting the Business of the Company as by such Meeting shall be deemed fit, and also to allow and confirm the Accounts of the Company, so as to bind all the Proprietors for the Time being, and all Persons claiming under them, and generally

generally to consider and decide upon any Business, Matter, or Thing relating to the said Company and the Affairs and Concerns thereof.

CIX. And be it further enacted, That the said Company at some General or Special General Meeting of the said Company shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for the good Government of the Affairs of the said Company, and for regulating the Proceedings and remunerating and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking and of the Officers and Servants of the said Company, in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Orders, or Rules, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalty may by this Act be levied and recovered; which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, and printed and published, and painted on Boards, shall be hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of this Act, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules, when so published and affixed, shall be binding upon and be observed by all Parties, and be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same; provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England*, or to any Directions in this Act contained; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner hereinafter mentioned.

Company empowered to make Bye Laws.

CX. And be it further enacted, That *William Gunston, John Britton, Joseph Constantine Carpué, Robert Gunter, Henry Luard, Robert Playfair, Henry Whitehead, William Jesse Sturch*, the Honourable Captain *William Edwards*, Sir *John Scott Lillie, George Whitehead*, and the Survivors and Survivor of them, or such of them as shall continue to act, shall be the First Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act; and they the said Directors herein-before named shall and they are hereby required to fix the Time of such First General Meeting within the Limit herein-before prescribed, and to give Notice thereof in manner herein-before prescribed with respect to General Meetings of the said Company; and until such First General Meeting shall be holden, and Twelve Directors shall have been duly elected as herein-after prescribed, the said Directors herein named, or the Survivors or Survivor of them, or such of them as shall continue to act, shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking as to the said Directors shall seem meet, and shall and may exercise all other Powers and Authorities which are by this Act given to or which may be exercised by the Directors who may be elected in pursuance hereof.

First Directors to continue in Office until the First General Meeting.

[Local.]

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CXI. And

First Election of Directors of the Company.

CXI. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, Twelve Persons who shall be Proprietors and respectively possessed in their own Right of Twenty Shares in the said Undertaking shall be elected Directors to manage the Affairs of the said Company by the Proprietors present at such Meeting either personally or by Proxy, and of the Directors so elected as aforesaid Five shall be competent to act; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, shall continue in Office and be Directors until the Half-yearly General Meeting of the said Company which shall be held in the Month of *February* in the Year of our Lord One thousand eight hundred and thirty-eight, and until others shall be elected in their Stead in pursuance of this Act.

Directors to go out annually by Rotation.

CXII. And be it further enacted, That at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-eight One Fourth of the Directors who shall have been so elected as aforesaid (to be determined by Ballot amongst themselves) shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons who shall be Proprietors and respectively possessed in their own Right of Twenty Shares at the least in the said Undertaking shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-nine One Third of the remaining Directors who shall have been primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and forty, One Half of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and forty-one the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *February* in every subsequent Year One Fourth of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner: Provided always, that every Director who shall go out of Office on any annual Day of Election may be immediately or at any future Time re-elected by the said Company a Director of the said Company, and after such Re-election he shall, with reference to the going out by Rotation, be considered as a new Director.

For supplying Vacancies among Directors.

CXIII. And be it further enacted, That when and so often as any Director of the said Company shall die or resign, or become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the remaining Directors, if they shall think
proper

proper so to do, to elect some other Proprietor duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall continue in Office as a Director so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office.

CXIV. Provided nevertheless, and be it further enacted, That no Person holding any Office or Place of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, shall be capable of being chosen a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company, during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time subsequently to his Election accept or continue to hold any other Place or Office of Trust or Profit under the said Company, or shall directly or indirectly be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Twenty Shares in the said Undertaking, the Office of such Director shall thereupon become vacant, and he shall thenceforth be disqualified from voting or acting as a Director.

No Person holding Office capable of being a Director.

CXV. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have Power to use the Common Seal of the said Company on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulations, and Direction of the Affairs of the said Company, or relative thereto, which the said Company are by this Act authorized to do (except such as are herein required and directed to be done at some General or Special General Meeting of the said Company); and the said Directors shall appoint and displace all the Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper; and the said Directors shall have Authority to meet and adjourn from Time to Time, and from Place to Place, as they shall think proper; and there shall be Five Directors at the least present in order to constitute a Meeting; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present, and no Director, although possessed of many Shares in the said Undertaking, shall have more than One Vote at any such Meeting, unless he be the Chairman of such Meeting, in which Case he shall, if there shall happen to be an equal Division, always have a second or casting Vote as Chairman; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and the said Directors shall also keep a full and true Account of all Monies disbursed and Payments made by the said Directors, and by all Persons employed by or under them; and of all Money which they shall receive on behalf or in respect of such Undertaking from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking,

Powers and Duties of Directors.

or

or from any other Person on any Account for the Use of the said Company, and shall regularly enter into some Books, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies, as the Case may require, of such Appointments, Receipts, and Disbursements, and of all Contracts and Bargains entered into or made by them, and of other their Orders and Proceedings, and which Books shall be deposited with and kept under the Care and Direction of the said Directors; Provided also, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of his Office, before he shall enter thereupon.

Directors
may appoint
Committees.

CXVI. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to nominate and appoint out of their own Body a Committee or Committees, who shall have full Power and Authority to do, execute, and perform all such and so many of the Matters and Things which shall be confided to them by the said Directors; and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any Committee which shall have been appointed by them, or to remove and displace any Member of such Committee, and to appoint another in his Place and Stead, when and as often as such Directors shall think proper; and such Committees respectively shall have Power to meet from Time to Time, and to adjourn from Place to Place, as they shall think proper, and as Occasion shall require, for effecting the Purposes aforesaid; and at all Meetings of the said Committees One of the Members present shall be appointed Chairman, who shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Committee shall have an additional or casting Vote.

Contracts to
be signed by
Three Di-
rectors.

CXVII. And be it further enacted, That all Contracts and Agreements in Writing relating to the Affairs of the said Company which shall be signed by any Three of the Directors of the said Company shall be binding on the said Company and all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators, and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company, or any of the other Parties thereto failing in the Execution thereof.

Orders and
Proceedings
to be entered
in a Book.

CXVIII. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special, of the said Company, and of the said Directors and Committees respectively, shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without due Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings

ings being Proprietors or being Directors or Members of the Committee, or of the Signature of such Chairman, as the Case may be, all of which last-mentioned Acts shall be presumed.

CXIX. And be it further enacted, That the said Directors shall cause a Book to be kept by a Book-keeper, who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Book true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; and such Book shall at all reasonable Times be open to the Inspection of the respective Loan Creditors for Money advanced and lent for the Purposes of this Act without Fee or Reward, and the said Loan Creditors or any of them may take Copies of or Extracts from the said Book without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit such Loan Creditors or any of them to inspect such Book, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay for every such Offence any Sum not exceeding Twenty Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Directors to cause Accounts to be kept.

CXX. And be it further enacted, That at the First Meeting of Directors which shall be held after the passing of this Act, and at the First Meeting of Directors which shall be held next after the First Appointment of the said Directors under the Provisions herein contained, and at the First Meeting of the said Directors which shall be held next after the Half-yearly Meeting in the Month of *February* in each Year, except the Year One thousand eight hundred and thirty-seven, the Directors present at such Meeting of Directors shall chose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors, and the Chairman for the Time being of the said Directors shall have the Custody of the Common Seal of the said Company: Provided always, that when and so often as the Chairman and Deputy Chairman to be chosen by virtue of this Act shall die or resign, or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the Directors present at the Meeting next after such Vacancy shall have occurred to choose some other of the said Directors to be Chairman or Deputy Chairman, to be chosen as last aforesaid, to fill such Vacancy, who shall continue in such Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue if such Vacancy had not happened.

Chairman and Deputy Chairman of Directors to be appointed.

CXXI. Provided always, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed the Secretary or Clerk in the Execution of this Act, or the Partner of such Secretary or Clerk, or any Person in the Service or Employ of such Secretary or Clerk or of his Partner, to be a Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed a Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be the Secretary or Clerk of the said Company for the Purposes of this Act; and

No Person to hold the Offices of Secretary or Clerk and Treasurer at the same Time.

[Local.]

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if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer, or the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Secretary or Clerk in the Execution of this Act, or shall act as Deputy of such Secretary or Clerk, or in any Manner officiate for such Secretary or Clerk, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, any Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Officers to
account.

CXXII. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company, make out and deliver to the said Company, or to such Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act; and such Account shall state how, and to whom, and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the said Company, or to such Persons as the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof, when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company, or to such Persons as they shall appoint, within Three Days after being thereunto required by the said Company or by such other Persons as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company, or by any other Person on their Behalf, to any Justice of the Peace acting within his Jurisdiction, such Justice may and he is hereby required, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and upon his appearing or not being to be found to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or owing from such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal, to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if sufficient Goods and Chattels shall not be found to answer and satisfy the said Monies, and
the

the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required, by Warrant under his Hand and Seal, to commit such Officer or Person to some Common Gaol or House of Correction within his Jurisdiction, there to remain without Bail or Mainprize until he shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company for such Money and Charges, and have paid the Composition Money to the said Company (and which Composition the said Company are hereby empowered to make), or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

CXXIII. And be it further enacted, That the said Company shall and they are hereby required to cause a true and particular Account to be kept, and to be made up twice in every Year, (that is to say,) on the Thirtieth Day of *June* and the Thirty-first Day of *December*, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and carrying on of the said Undertaking, and of all other the Receipts and Expenditure of the said Company up to those Periods respectively; which Account shall be laid before the Half-yearly General Meeting of the said Company herein-before directed to be held in the Months of *August* and *February* respectively: Provided always, that if the Account so to be laid before any Half-yearly General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Five Proprietors, each of whom shall hold at least Twenty Shares in the said Undertaking, who shall examine into such Account and report thereon to a future Meeting of the said Company, to be held for that Purpose by Adjournment or otherwise; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times, cause to be produced to the said Committee, or any Three Members thereof, all Books of Account, Vouchers, and Documents in the Possession or Power of the said Directors relating to the Affairs of the said Company.

Accounts to be made up half yearly.

CXXIV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time, at any Half-yearly General Meeting or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits

Dividend to be declared.

Profits of the said Undertaking; and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividends shall not be made oftener than quarterly, and no Dividends shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any degree be reduced or impaired, nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof until such Call shall have been paid.

Names of Proprietors to be entered, and Certificates of their Shares to be delivered to them.

CXXV. And be it further enacted, That the said Company shall and they are hereby required, at their First or some subsequent General Meeting, and afterwards from Time to Time as Occasion may require, to cause the Names of the several Corporations, and the Names and Additions of the several Persons, who shall then be or who shall from Time to Time thereafter become entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and the said Company shall from Time to Time cause a Certificate or Ticket, with the Common Seal of the said Company affixed thereto, to be delivered to every such Proprietor on Demand, specifying such Share or Shares to which he is entitled in the said Undertaking, such Proprietor paying to the said Company the Sum of Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatever as *prima facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified, but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

Form of Certificate.

‘ The *Birmingham, Bristol, and Thames Junction Railway Company*.
 ‘ Number
 ‘ THESE are to certify, That *A. B.* of _____ is
 ‘ the Proprietor of the Share or Shares, Number _____ of the
 ‘ *Birmingham, Bristol, and Thames Junction Railway Company*, subject
 ‘ to the Rules, Regulations, and Orders of the said Company. Given
 ‘ under the Common Seal of the said Company the
 ‘ Day of _____ in the Year of our Lord _____.’

For granting new Certificates when old ones are destroyed or worn out.

CXXVI. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out, damaged, lost, or destroyed, then, upon due Proof thereof to the Satisfaction of the said Company, a similar Certificate or Ticket shall be given to the Proprietor of the Share in respect whereof the Certificate or Ticket so worn out, damaged, lost, or destroyed was granted, the said Company receiving for every such Certificate or Ticket which shall be so given or exchanged the Sum of Two Shillings and Sixpence, and no more.

CXXVII. And

CXXVII. And be it further enacted, That the said Company shall, in some proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons and Corporations who shall from Time to Time become Proprietors thereof or be entitled to any Share therein; and every Proprietor of the said Undertaking, or (in case of a Corporation) the Clerk or Agent of such Corporation duly appointed, may at all convenient Times have recourse to and peruse such Books *gratis*, and may demand and have Copies thereof or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so copied; and if the Secretary or Clerk of the said Company, or Person in whose Custody the said Book shall be, refuse to permit any such Proprietor, or the Clerk or Agent of any such Corporation as aforesaid, to peruse such Book at any reasonable Time, or shall refuse to make such Copy within a reasonable Period, on being paid as aforesaid, he shall for every such Offence forfeit and pay the Sum of Five Pounds.

Company to enter and keep a List of Proprietors of Shares.

CXXVIII. And whereas by the Death of or by other Events happening to the Proprietors, or by Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That in all Cases when the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof, duly made and executed as herein-before directed, a Declaration in Writing shall be made by some credible Person before some Justice of the Peace or Master or Master Extraordinary in Chancery, stating the Manner in which such Share hath been passed to such Person or Corporation; and such Declaration shall be transmitted to the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company; and the said Company shall be entitled to receive for every such Entry as herein-before directed the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive, to which any such Share shall be subject or liable; and before such Declaration shall have been transmitted and such Entry made as aforesaid no Person or Corporation to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote or exercise any of the Privileges of a Proprietor in respect of such Shares: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in respect of any Share, a Declaration as aforesaid, containing a Copy of the Register of such Marriage or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made before some Justice of the Peace, Master or Master Extraordinary in Chancery, and shall be transmitted to the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation

For ascertaining Proprietorship of Shares in case of Death, &c. in order to the Payment of Dividends in respect of such Shares.

[Local.]

34 F

who

who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or Will or in the Course of Administration shall be entitled to receive the same or be entitled to vote in respect of any Share, the said Will, or the Probate thereof, or the Letters of Administration, shall be produced and shown to the said Company.

To compel
Payment of
Subscrip-
tions.

CXXIX. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking shall and they are hereby required to pay the Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors of the said Company under and by virtue of the Powers of this Act, at such Times, and at such Places, and to such Persons as shall be directed by the said Directors; and in case any Party shall refuse or neglect to pay as aforesaid the Money by him so subscribed for, or the Part thereof so called for, it shall be lawful for the said Company to sue for and recover the same in any Court of Law or Equity, together with Interest on such unpaid Sum of Money at the Rate of Five Pounds *per Centum per Annum* from the Time when the same was directed to be paid as aforesaid up to the Day of actual Payment thereof.

Power of
Directors to
make Calls.

CXXX. And be it further enacted, That the said Directors shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking for the Time being, to defray the Expences of and to carry on the same, as they from Time to Time shall find necessary, so that the aggregate Amount of Calls made or Money paid for or in respect of any such Shares shall not amount to more than the Sum of Twenty Pounds on any such Share, and so that no such Call shall exceed the Sum of Five Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking; and an Interval of Three Calendar Months at the least shall elapse between the Day appointed for Payment of one Call and the Day appointed for Payment of another Call; and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement inserted in Two or more *London* Newspapers; and all Monies so called for shall be paid to such Persons, at such Times and Places, and in such Manner as in the said Notice shall be appointed; and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportion of the Monies to be called for as aforesaid to such Persons, and at such Times and Places, and in such Manner as shall be appointed as aforesaid; and if any Owner or Proprietor for the Time being of any such Share shall not so pay such his rateable Proportion, then and in such Case, and as often as the same shall happen, he shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner or Proprietor for the Time being of any such Share shall neglect or refuse to pay such his rateable Proportion, together with Interest, if any, then or at any Time thereafter it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information; or the said Directors may and they are hereby authorized to declare the Shares belonging to such Owner to be forfeited, and to order such

Owners
not paying
Calls to be
charged with
Interest.

If Calls and
Interest are
not paid the
Company
may sue for
the same, or
declare the
Shares for-
feited and
sell them.

Shares

Shares to be sold: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hands of Two Directors, or under the Hand of the Secretary or Clerk of the said Company, that such Share hath been declared forfeited, shall have been given or sent by the Post unto or delivered to some Inmate of the last known usual Place of Abode of the Owner of such Share, nor until a Declaration of Forfeiture of the said Directors shall have been confirmed, either at a General or Special General Meeting of the said Company, such General or Special General Meeting being held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid; and after such Declaration of Forfeiture shall have been confirmed by such General Meeting or Special General Meeting, the said Company, by an Order to be made at the same or at any subsequent General Meeting or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited, or any of them, in manner by this Act directed; and the said Directors may in that Case sell and dispose of such Shares at a public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and a Declaration before any Justice of the Peace, Master or Master Extraordinary in Chancery, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in Payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration of Forfeiture had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any other Irregularity of Proceeding in reference to such Sale, but such Declaration to be made before a Justice of the Peace or Master or Master Extraordinary in Chancery, of the Forfeiture of such Share, and the Receipt of the Treasurer of the said Company for the Price of such Share, shall be sufficient Evidence of Title thereto, to all Purposes whatsoever.

CXXXI. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Non-payment of any Call as aforesaid shall be more than sufficient to pay all Arrears of Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter, under the Powers last herein-before contained, than shall be sufficient, as near as may be, at the Time of such Sale, to pay the Arrears of Calls due from such Defaulter, and the Interest and Expences as aforesaid; and from and after Payment of such Arrears of Calls, and the Interest and Expences aforesaid, any Share vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

If Purchase Money for forfeited Shares be more than sufficient to pay the Arrears of Calls, &c. Surplus to be paid to the Owner.

CXXXII. And

Proceedings
in Actions
for Calls.

CXXXII. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor for the Time being of any Share in the said Undertaking, to recover any Money due and payable for or in respect of any Call, it shall be sufficient for the said Company to declare and allege that the Defendant, being the Proprietor of a Share in the said Undertaking, is indebted to the said Company in such Sums of Money as the Calls in arrear shall amount to for a Call or so many Calls of such Sums of Money upon a Share belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant, at the Time of making such respective Calls, was a Proprietor of a Share in the said Undertaking, and that such Call was in fact made, and that such Notice was given as is directed by this Act, without proving the Appointment of the Directors who made such Calls, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due, including Interest, computed as aforesaid, on such Calls, unless it shall appear that any such Call exceeded Five Pounds *per* Share, or was made payable before the Expiration of Three Calendar Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required; and in order to prove that the Defendant was a Proprietor of such Share in the said Undertaking, as alleged, the Production of the Book in which the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors, from Time to Time, of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, and of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons and Corporations who shall from Time to Time become Proprietors thereof or be entitled to Shares therein, shall be *prima facie* Evidence that such Defendant is a Proprietor, and of the Number and Amount of his Share therein.

For ascer-
taining the
Proprietor-
ship of
Shares in
case of
Deaths, &c.
in order to
the making
of Calls in
respect of
such Shares.

CXXXIII. And whereas, in Cases in which Proprietors of Shares in the said Undertaking shall die, or (being Females) marry, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Rights and Interests therein to other Persons, and no Registers shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Copartnership by any other legal Means than a Transfer or a Conveyance thereof duly made and executed as herein provided, and such Declaration as is herein-before in that Behalf directed shall have been transmitted to the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given under the Hands of Two Directors, or under the Hand of the Secretary or Clerk of the said Company,

pany, to the Person or Corporation stated or claiming in such Declaration to be the then Proprietor of such Share, or delivered to some Inmate of the last or usual known Place of Abode of such Person, or of the Clerk of such Corporation, or published in some One or more *London* Newspaper or Newspapers, to pay his or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon; or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company; and in case there shall be no such Declaration made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or delivered to some Inmate of the last known Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the event of the Share having been disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be out of the Kingdom, such Notice shall be inserted in the *London Gazette*; and in all such Cases, and after such Notices, on Default being made, the said Shares shall be forfeited, and may be sold, or be consolidated with the general Fund of the said Company, in manner aforesaid; and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sales on account of the Nonpayment of Calls: Provided always, that in the Cases of Proprietors being Abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which such Notice shall have been inserted in the *London Gazette* as aforesaid.

CXXXIV. And be it further enacted, That all the Shares and Proportions of and in the said Undertaking, or the Joint Stock or Fund of the said Company, shall to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

Shares to be deemed Personal Estate.

CXXXV. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors and Administrators and Successors, to sell and dispose of any Shares to which they shall be entitled therein, subject to the Rules and Conditions herein mentioned; and the Conveyance of such Shares shall be by Writing, duly stamped, and may be in the following Words or to the like Effect, varying the Names and Descriptions of the contracting Parties as the Case may require; (that is to say,)

Proprietors of Shares may sell the same.

‘ I *A. B.* of _____ in consideration of the Sum of _____
 ‘ _____ paid to me by *C. D.* of _____
 ‘ do hereby assign and transfer to the said *C. D.* _____ Share,
 [Local.] _____ 34 G _____ numbered

Form of Conveyance of Shares.

‘ numbered of and in the Undertaking called the
 ‘ *Birmingham, Bristol, and Thames Junction Railway*, to hold unto the
 ‘ said *C. D.*, his Executors, Administrators, and Assigns, [*or* Successors
 ‘ and Assigns,] subject to the several Conditions on which I held the same
 ‘ immediately before the Execution hereof; and I the said *C. D.* do
 ‘ hereby agree to accept and take the said Share, subject to the Conditions
 ‘ aforesaid. As witness our Hands and Seals the
 ‘ Day of

Memorial of
 Transfer to
 be entered
 in the Books
 of the Com-
 pany.

And on every such Sale the Deed or Conveyance (being executed by the Seller or Purchaser) shall be kept by the said Company, or by the Secretary or Clerk of the said Company, who shall enter, in some Book to be kept for that Purpose, a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Deed of Sale or Transfer, for which Entry and Indorsement the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Company; and the said Company, or the Secretary or Clerk as aforesaid, is hereby required to make such Entry or Memorial accordingly, and, on Demand, to make an Indorsement of such Transfer on the Back of the Certificate of each Share so sold, and deliver the same to the Purchaser for his Security; and such Indorsement, being signed by such Secretary or Clerk, shall be considered in every respect the same as a new Certificate; and until such Memorial shall have been made and entered as before directed the Seller thereof shall remain and be held liable for all future Calls, and the Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Rate in respect thereof as a Proprietor of the said Undertaking.

After a Call
 made no
 Share to be
 sold until
 Call is paid.

CXXXVI. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking, upon which any Call shall have been made, after the Day appointed for the Payment of the same, unless at the Time of such Sale or Transfer he or they shall have paid the full Sum of Money which shall have been called for in respect of each Share.

Receipt of
 One Pro-
 prietor of a
 Share a suffi-
 cient Dis-
 charge.

CXXXVII. And be it further enacted, That the Receipt of the Person or of any One of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the said Company and Treasurer for any Dividend or other Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Uses or Trusts upon or to which such Share shall be then settled, conveyed, or assigned, whether or not the said Company have Notice of such Uses or Trusts; and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

Receipt of
 the Parent
 or Guardian
 of a Minor
 a sufficient
 Discharge.

CXXXVIII. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor who shall be a Minor, Idiot, or Lunatic, the Receipt of the Guardian (if any), or, if not, of the Parent of such Minor, or of the Committee or of any One of the Committees of the Estate of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company and their Treasurer for the same.

CXXXIX. And be it further enacted, That in case the Money hereby authorized to be raised by Subscription as herein-before mentioned shall be found insufficient for the Purposes of this Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow or take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Fifty thousand Pounds, on the Credit of the said Undertaking; and the Directors of the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges for assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director, or by the Secretary or Clerk of the said Company, to be a true Copy, shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and of the making of the Order for raising such additional Sum of Money; and all which Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

Proprietors to raise an additional Sum of Money, if necessary, by Mortgage.

‘ *Birmingham, Bristol, and Thames Junction Railway Company.*

‘ Number

‘ BY virtue of an Act passed in the Year of the Reign of
 ‘ His Majesty King *William* the Fourth, intituled [*here set forth the* Form of
 ‘ *Title of this Act*], we, the *Birmingham, Bristol, and Thames Junction* Mortgage.
 ‘ Railway Company, incorporated by and under the said Act, in consider-
 ‘ ation of the Sum of to us in hand paid by *A. B.*
 ‘ of do assign unto the said *A. B.*, his Heirs, Administrators,
 ‘ and Assigns, the said Undertaking, and all and singular the Rates, Tolls,
 ‘ and Sums of Money arising by virtue of the said Act, and all the Estate,
 ‘ Right, Title, and Interest of the said Company in and to the same, to
 ‘ hold unto the said *A. B.*, his Executors, Administrators, and Assigns,
 ‘ until the said Sum of
 ‘ together with Interest for the same after the Rate of
 ‘ for every One hundred Pounds for a Year, shall be fully paid and satisfied.
 ‘ Given under our Common Seal this Day of
 ‘ in the Year of our Lord

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled, one with the other, to their respective Proportion of the said Rates, Tolls, and Sums, and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority of the Date of any such Order of Meeting, or Priority in Date of such Mortgage or Assignment, or on any other Account whatsoever; and any Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers and Dates

Dates thereof, and the Names of the Parties, with their proper Additions, to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall within Fourteen Days next after the Date thereof be entered in some Book to be kept by the Secretary or Clerk of the said Company, which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights and Interests therein to any other Person; and every Transfer thereof shall be by Deed duly stamped, in which the Consideration for the same shall be truly stated, and may be in the Words or to the Effect following; (that is to say,)

Form of
Transfer of
Mortgage.

‘ I *A. B.* of _____ in consideration of the Sum of _____
 ‘ _____ paid by *C. D.* of _____
 ‘ do hereby transfer to the said *C. D.*, his Executors, Administrators,
 ‘ and Assigns, a certain Mortgage, Number _____ made
 ‘ by the *Birmingham, Bristol, and Thames Junction Railway Company* to
 ‘ _____ bearing Date the _____ Day of _____
 ‘ _____ for securing the Sum of _____ and
 ‘ Interest, and all my Right, Estate, and Interest in and to the Money
 ‘ thereby secured, and in and to the Rates, Tolls, Sums of Money, and
 ‘ Property thereby assigned. Dated this _____ Day of _____
 ‘ _____ in the Year of our Lord _____

Entry of
Transfer to
be made in
the Books of
the Com-
pany.

And every such Transfer shall within Twenty Days after the Date thereof, if executed in *England*, or otherwise within Twenty-eight Days after the Arrival thereof in *England* if executed elsewhere, be produced to the Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid the Sum of Two Shillings and Sixpence; and after every such Entry or Memorial made every Transfer shall entitle such Assignee, his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof.

Interest of
Money bor-
rowed to be
paid in pre-
ference to
Dividends.

CXL. And be it further enacted, That the Interest of the Money which shall be raised by any such Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case such Interest or any Part thereof shall be unpaid by the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Thirty Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for the County of *Middlesex*, not being interested in the Matter in question, and they are hereby respectively required, on such Request made to them by or on behalf of any Mortgagee or Assignee of a Mortgagee whose Interest shall be so
in

in arrear, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Interest so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, shall be fully paid and satisfied; and after such Interest and Costs shall have been fully paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

CXLI. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred shall by reason thereof be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at or taking any Part in the Proceedings of any Meeting of the said Company. Creditors not to vote.

CXLII. And be it further enacted, That when any Sum of Money shall be borrowed at Interest, pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period or Periods for the Repayment of the Principal Sum of Money so to be borrowed, with the Interest thereof; and in such Case the said Company shall cause to be inserted in such Mortgage or Assignment the Time or Times which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured; and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid at the Time or Times so to be fixed, to the Party who shall, upon the Expiration of such Period or Periods, be the Holder of and entitled to such Mortgage or Assignment or his Nominee. Directors empowered to stipulate Periods for Redemption of Money to be borrowed on Security of Rates.

CXLIII. And be it further enacted, That when no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act the Party entitled to any such Mortgage or Assignment may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at the Expiration or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage or Assignment, upon giving Six Calendar Months Notice in Writing to the Secretary or Clerk of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages or Assignments in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Calendar Months Notice in the *London Gazette* and in Two or more Newspapers circulated in *London*; and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make default in the Payment thereof in pursuance of such Notice. Holders of Mortgages or Assignments for unlimited Periods may demand Payment after Twelve Months.
Directors may pay off such Mortgages on giving Six Months Notice.

[Local.]

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CXLIV. And

For securing
Repayment
of Principal
Money
borrowed.

CXLIV. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid by virtue of this Act, or of any Part of such Principal Monies, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for the said County of *Middlesex*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid amounting together to the Sum of Five thousand Pounds, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Persons or Corporations to whom such Principal Money shall be due and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, and all Interest then due thereon, shall be fully paid and satisfied; and after such Principal, Interest, and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

In case
Mortgages
are paid off,
the Com-
pany may
raise the
Amount
again.

CXLV. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards 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 thereafter, again to raise, in lieu of the Principal Money so paid off by them, such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen; but so nevertheless that the said Company shall not in any Event borrow more than the Sum of Fifty thousand Pounds in the whole over and above the Amount of Calls for the Time being remaining unpaid and still to be called for by the said Company.

Power to
raise the
further Sum
of 50,000*l*.
among them-
selves or by
Admission
of new
Subscribers.

CXLVI. And be it further enacted, That in case the said Company shall be desirous of raising by Subscription the said further Sum of Money herein-before authorized to be raised by Mortgage as aforesaid, or any Part thereof, then and in such Case it shall be lawful for the said Company to raise and contribute amongst themselves in manner aforesaid, and in such Shares and Proportions as they shall think proper, or to raise by the Admission of new Subscribers, any further or other Sum of Money for the Purposes of this Act, not exceeding in the whole the said Sum of Fifty thousand Pounds; and all Persons and Corporations subscribing towards raising such further or other Sum of Money shall be Proprietors of the said Undertaking, and have the like Votes, either personally or by
Proxy,

Proxy, in respect of such additional Shares to be raised, and shall also be liable to such Forfeitures; and stand interested in all the Profits of the said Undertaking in proportion to the Sum they shall subscribe thereto, as generally and extensively, to all Intents and Purposes, as if such further or other Sum hereby allowed to be subscribed for and raised had originally been Part of the said first-mentioned Sum of One hundred and fifty thousand Pounds.

CXLVII. And be it further enacted, That it shall be lawful for the said Company, if they shall deem it expedient, out of any Surplus of Monies or otherwise, to buy up any Share in the said Undertaking which shall be offered for Sale; and in such Case it shall be lawful for them either to direct that any Share so bought shall merge in the said Undertaking, or that the same shall be transferred to the Clerk of the said Company, in Trust for the said Company; and any such Share may in such last-mentioned Case at any Time thereafter be sold for the Benefit of the said Company, and for the raising of any Sum of Money which may be wanted for or towards the maintaining, repairing, or supporting the said Railway and other Works belonging to the said Undertaking, or any other Purpose necessary for carrying on the same.

Company may buy up Shares, and sell them again.

CXLVIII. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use and employ the said Railway, with Carriages properly constructed as by this Act directed, upon Payment only of such Rates and Tolls as shall be demanded by the said Company, not exceeding the respective Rates or Tolls by this Act authorized, and subject to the Provisions of this Act, and to the Rules and Regulations which shall from Time to Time be made by the said Company by virtue of the Powers to them by this Act granted.

Railway to be free on Payment of Rates.

CXLIX. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and Things which shall be conveyed upon or along the said Railway, any Rates or Tolls not exceeding the following; (that is to say,)

Rates of Tonnage allowed to be taken by the Company for the Use of the Railway.

For all Dung, Compost, and all Sorts of Manure, Lime, and Limestone, and Salt, and all undressed Materials for the Repair of public Roads or Highways, for any Distance upon the said Railway, the Sum of Three-pence *per* Ton:

For all Coals, Coke, Culm, Charcoal, Cinders, Building, Pitching, and Paving Stones dressed, Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig, Bar, Rod, Hoop, Sheet, and all other similar Descriptions of wrought Iron and Castings not manufactured into Utensils or other Articles of Merchandize, for any Distance upon the said Railway, the Sum of Sixpence *per* Ton:

For all Sugar, Grain, Corn, Flour, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, for any Distance upon the said Railway, the Sum of Nine-pence *per* Ton:

For all Cotton and other Wools, Hops, Hides, Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, or Things, for any Distance upon the said Railway, the Sum of One Shilling *per* Ton.

CL. And

Tolls to be taken on Carriages conveying Passengers or Cattle.

CL. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for or in respect of Passengers, Beasts, Cattle, and Animals conveyed in Carriages upon the said Railway, any Tolls not exceeding the following; (that is to say,)

For every Person conveyed in or upon any such Carriage for any Distance upon the said Railway, the Sum of One Shilling :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage for any Distance upon the said Railway, the Sum of Nine-pence :

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage for any Distance upon the said Railway, the Sum of Four-pence :

For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform for any Distance upon the said Railway, the Sum of Four Shillings :

For any other Article, Matter, or Thing, being less than a Ton, and exceeding One hundred Pounds in Weight, carried in or upon any such Carriage for any Distance upon the said Railway, the Sum of Sixpence *per* Hundred Weight, and so on in proportion for any fractional Part thereof.

Company empowered to provide and charge for locomotive or other propelling Power.

CLI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive or fixed Engines, or other Power, for the drawing or propelling of any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway, and also along or upon any other Railway communicating therewith, and to receive, demand, and recover such Sums of Money for the Use of such Engines or other Power as the said Company shall think proper, in addition to the several other Rates, Tolls, or Sums by this Act authorized to be taken.

Company authorized to carry Passengers, Cattle, and Goods, and to charge for the same.

CLII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized, if they shall think proper, to use and employ locomotive Engines or other moving Power, and, in Carriages and Waggons drawn or propelled thereby, to convey upon the said Railway, and also along and upon any other Railway communicating therewith, all such Passengers, Cattle, and other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things, as shall be offered to them for that Purpose, and to make such reasonable Charges for such Conveyance as they may from Time to Time determine upon, in addition to the several Rates or Tolls by this Act authorized to be taken: Provided always, that it shall not be lawful for the said Company, or for any Person using the said Railway as Carriers, to charge for the Conveyance of any Passenger on the said Railway any greater Sum than the Sum of One Shilling and Sixpence for any Distance upon the said Railway, including the Toll or Rate herein-before granted.

Passengers may carry

CLIII. And be it further enacted, That without extra Charge it shall be lawful for every Passenger travelling upon or along the said Railway

Railway to take with him his Articles of Clothing not exceeding Forty Pounds in Weight and Four Cubic Feet in Dimensions; and the said Company shall in no Case be in any way liable or responsible for the safe Carriage or Custody of, or for any Loss of or Injury to, any Articles, Matters, or Things whatsoever carried upon or along the said Railway with or accompanying the Person of or belonging to any Passenger, or delivered for the Purpose of being carried, other than and except such Passengers Articles of Clothing not exceeding the Weight and Dimensions aforesaid: Provided always, that nothing herein contained shall in any Case extend or be deemed or construed to extend to charge or make liable the said Company further or in any other Case than where, according to the Laws of this Realm for the Time being, Stage Coach Proprietors and Common Carriers would be liable, nor shall any thing herein contained extend, or be deemed or construed to extend, in any degree to deprive the said Company of any Protection or Privilege which either now or at any Time hereafter Common Carriers or Stage Coach Proprietors have or may have, but the said Company shall from Time to Time and at all Times have and be entitled to the Benefit of every such Protection and Privilege.

Luggage without extra Charge.

CLIV. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to prevent the said Company from making any Agreement with any Person for the Hire or Use of any locomotive Engine, or of any Carriage, and to charge for the same such reasonable Sum as may be agreed on between the said Company and such Person; any thing herein contained to the contrary thereof notwithstanding.

Act not to prevent the Company from hiring locomotive Engines.

CLV. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for fixing, and by such Orders to fix, the Sum to be charged by the said Company in respect of small Parcels not exceeding One Hundred Weight each, as to them shall seem proper: Provided always, that the Provision herein-before contained shall not extend to Articles, Matters, or Things sent in large aggregate Quantities, although made up of separate and distinct Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but only to single Parcels unconnected with Parcels of a like Nature which may be sent upon the Railway at the same Time.

Company authorized to fix the Prices of small Parcels.

CLVI. And be it further enacted, That it shall be lawful for the said Company, from Time to Time as they shall think fit, to reduce all or any of the Rates or Tolls by this Act authorized to be taken, and to take the reduced Rates, and afterwards from Time to Time again to raise the same or any of them, and then to take such higher Rates, so that the same respectively shall not at any Time exceed the Amount by this Act authorized.

Power to alter Rates or Tolls.

CLVII. Provided always, and be it further enacted, That the aforesaid Rates and Tolls to be taken by virtue of this Act shall at all Times be charged equally and after the same Rate *per* Ton throughout the whole of the said Railway in respect of the same Description of Articles, Matters, or Things; and that no Reduction or Advance in the said Rates and Tolls shall either directly or indirectly be made partially or in

Rates to be charged equally.

favour of or against any particular Person or Company (except as hereinafter mentioned), or be confined to any particular Part of the said Railway, but that every such Reduction or Advance of Rates and Tolls upon any particular Kind or Description of Articles, Matters, or Things shall extend to and take place throughout the Whole and every Part of the said Railway upon and in respect of the same Description of Articles, Matters, or Things so reduced or advanced, and shall extend to all Persons whomsoever using the same, or carrying the same Description of Articles, Matters, and Things thereon; any thing to the contrary thereof in anywise notwithstanding.

Power to enter into Contracts or Agreements with other Railway Companies:

CLVIII. And whereas it would tend much to the Convenience of the Public if Railway Companies were empowered to enter into mutual Arrangements, so as to avoid the Necessity of a Change of Carriages and other Delays arising from a Diversity of Interests; be it therefore enacted, That notwithstanding any thing in this or any other Act contained it shall be lawful for the said *Birmingham, Bristol, and Thames Junction Railway Company*, and they are hereby empowered, from Time to Time to make and enter into any Contract or Agreement with any other Railway Company (and which Contract or Agreement all other Railway Companies are hereby empowered to make and enter into), either for the Division or Apportionment of the Rates, Tolls, and Duties, or for the Passage over or along the Railway by this Act authorized to be made of any Engines, Coaches, Waggon's, or other Carriages of or belonging to any other Railway Company or which shall pass over or along any other Line of Railway, or for the Passage over or along any other Line of Railway of any Engines, Coaches, Waggon's, or other Carriages which shall belong to the said *Birmingham, Bristol, and Thames Junction Railway Company*, or which shall pass over or along their Line of Railway, upon the Payment of such Rates, Tolls, or Duties, and under such Conditions and Restrictions, as may be mutually agreed upon, and also to make and enter into any other Contract with any other Railway Company that may be deemed advisable; and every such Contract may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the contracting Parties may respectively think advisable and mutually agree upon: Provided always, that, notwithstanding any thing in this Act or any other Act contained, no such Contract shall in any Manner alter, affect, increase, or diminish any of the Rates, Tolls, or Sums which the respective Companies, Parties to such Contract, shall for the Time be respectively authorized to have, demand, receive, or recover of or 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 any of the said Railways upon the same Terms and Conditions, and upon Payment of the same Rates, Tolls, and Sums, as they would have been in case no such Contract had been entered into, nor shall any such Contract give any Preference or Advantage to any Company or Person, Party thereto, over any other Company or Person, but all such Companies and Persons so contracting shall, notwithstanding such Contract, pay the same Amount of Rates, Tolls, and Duties as shall from Time to Time be charged to other Companies or Persons not being Parties to such Contracts; and no Person or Party using the said Railway shall pay or be liable to pay any greater Amount of Rate, Toll, or Duty, for or in respect of any Carriage, Passenger, Goods, Articles, Matters, or Things carried or conveyed

veyed upon or along or using the said Railway, than any of such Railway Companies.

CLIX. And be it further enacted, That the said Company shall cause to be painted on Boards, and to be affixed and continued, and renewed as often as the same shall be obliterated or defaced, to or upon any Toll House or Building at which any of the Rates or Tolls by this Act authorized shall be collected or received, in some conspicuous Place, in large and legible Characters, an Account or List of the several Rates or Tolls which the said Company shall from Time to Time direct and appoint to be taken, and which shall be payable by virtue of this Act; and in case any Owner or Master of or Person having or assisting in the Charge of any Carriage passing upon the said Railway, or any Collector of the Rates or Tolls aforesaid, shall, after and whilst such Account or List shall be affixed as aforesaid, demand or take more than the Amount thereon specified, such Owner, Master, Collector, or other Person as aforesaid shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

A List of the Rates, Tolls, &c. to be painted on Boards and affixed in conspicuous Places.

CLX. Provided always, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates or Tolls for or in respect of any Article, Matter, or Thing, or any Carriage, Passenger, or Cattle, carried or conveyed upon or along the said Railway, except during the Time the said Board shall be so affixed as aforesaid, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distance for which such Rates or Tolls shall be taken, shall remain so set up.

Rates or Tolls only payable whilst Board remains.

CLXI. And be it further enacted, That if any Person shall wilfully pull down, deface, or destroy any Board which shall have been set or put up or affixed by virtue or in pursuance hereof, or any Stone or Mark set up to denote Distances on the said Railway, or shall actually or constructively concur or aid therein, he shall on Conviction forfeit and pay a Sum not exceeding Five Pounds for every such Offence.

Penalty on Persons defacing the Boards.

CLXII. And be it further enacted, That every Collector of the Rates or Tolls by this Act granted shall and he is hereby required to place his Christian and Surname, painted on a Board in legible Characters, in the Front or on some other conspicuous Part of the Toll House or other Building whereat he shall be on Duty, each of the Letters of such Names to be at least Two Inches in Height and of the Breadth in Proportion, and painted either in White Letters on a Black Ground or in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the said Rates or Tolls shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as aforesaid, or shall demand or take a greater or less Rate or Toll from any Person than he shall be authorized to do by virtue of the Powers of this Act, and of the Orders of the said Company made in pursuance thereof, or shall refuse to permit or shall not permit any Person to read, or shall in anywise hinder any Person from reading, the Inscriptions on the Board to be affixed as aforesaid, or shall refuse to tell his Christian or Surname

For preventing Toll Collectors misbehaving.

to any Person who shall demand the same, and who shall have paid the legal Rates or Tolls, or shall in answer to such Demand give a false Name or Names, or upon the legal Rate or Toll being paid or tendered shall unnecessarily detain or wilfully obstruct or hinder any Carriage of any Person from passing upon the said Railway, or shall make use of any scurrilous or abusive Language to any Officer or Servant of the said Company, or to any Passenger upon or to any Person lawfully using the said Railway, then and in every such Case every such Collector shall forfeit and pay any Sum not exceeding Ten Pounds.

Recovery of Rates or Tolls.

CLXIII. And be it further enacted, That the Rates or Tolls hereby authorized to be taken shall be paid to such Persons, at such Places upon or near the said Railway, and in such Manner and under such Regulations as the said Company shall by Notice to be annexed to the Account or List of Rates or Tolls direct or appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates or Tolls as have accrued due unto the respective Persons appointed to receive the same as aforesaid, the said Company may, in case such Rates or Tolls shall amount to or exceed the Sum of Twenty Pounds, sue for and recover the same by an Action of Debt or upon the Case in any of His Majesty's Courts of Record; or the Person to whom such Rates or Tolls ought to have been paid may and he is hereby empowered, whether such Rates or Tolls shall amount to the Sum of Twenty Pounds or not, to seize the Goods, Articles, and other Things for or in respect whereof any such Rates or Tolls ought to be or ought to have been paid, or any Part thereof, and the Carriage laden therewith, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall not be redeemed within Twenty-one Days next after the taking thereof, the same shall be appraised and sold, and such Rates, Tolls, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rent.

Owners of Carriages to give account of Lading.

CLXIV. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing or being upon the said Railway shall give an exact and true Account in Writing signed by them to the Collectors of the Rates or Tolls, at the Places where they shall attend for that Purpose, of the Quantity of Goods and other Things as aforesaid which shall be in or upon the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded or left or taken off the said Railway; and if the Goods or other Things contained in any such Carriage shall be liable to the Payment of different Rates or Tolls, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Rates or Tolls; and in case any such Owner or other Person as aforesaid shall neglect or refuse so to give and deliver such Account, or to produce his Bill of Lading to any Collector demanding the same, or shall give a false Account, or shall leave or deliver out or take off any Part of his Lading or Goods at any other Place than may be mentioned in such Account, with an Intent to avoid the Payment of any of the said Rates or Tolls, and shall be thereof convicted before any Justice of the Peace acting within his Jurisdiction, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton of Goods, or for any Parcel not exceeding

exceeding One Hundred Weight, and so in proportion for any less Quantity of Goods than a Ton or One Hundred Weight, as the Case may be; which shall be in or upon such Carriage of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall have been fraudulently left, delivered out, or taken off as aforesaid; as the Case shall happen, over and above the Rate or Toll to which such Goods or Things may be liable.

CLXV. And for better ascertaining the Weight of Goods and other Things to be charged with the Payment of Tonnage Rates or Tolls as aforesaid, be it further enacted, That as respects all such Goods and other Things as aforesaid, except Stone or Timber, One hundred and twelve Pounds Weight shall be deemed One Hundred Weight, and Twenty such Hundred Weight shall be deemed One Ton; and as respects Stone or Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Teak, Mahogany, Beech, and Ash, and Fifty Cubic Feet of all other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity; any Usage to the contrary notwithstanding.

Weight of Goods.

CLXVI. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates or Tolls, or any other Officer or Servant of the said Company, and any Owner of or Person having the Charge of any Carriage passing upon the said Railway, or of any Goods, Articles, or Things in or on such Carriage, or respecting the Goods, Articles, or Things in or on such Carriage, or the Rates or Tolls due in respect thereof; it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and Things as shall be therein or thereon; and in case the same shall, upon such examining, weighing, measuring, or gauging, appear to be of greater Weight or Quantity or of different Quality than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage and the respective Owners of such Goods and other Things shall also, at the Option of the said Company, be liable to pay the Costs and Charges of such examining, weighing, measuring, or gauging; all which Costs and Charges, upon Refusal or Neglect of Payment thereof on Demand, shall and may be recovered and levied by and in such Ways and Manner as the said Rates and Tolls are in this Act authorized to be recovered and levied; but if such Goods, Articles, or Things shall appear to be of the same Quantities and Quality, or of less Weight or Quantity than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such examining, weighing, measuring, or gauging, and shall also pay to such Owner of or Person having Charge of such Carriage, and to the respective Owners of such Goods, Articles, or Things, such Damage as shall appear to any Justice of the Peace, acting within his Jurisdiction, on the Oath, or, in the Case of a Quaker, Affirmation of any credible Witness, to have arisen from or by such Detention; but in case it shall at any Time be made appear to such Justice, upon the Complaint of the said

In case of Difference concerning Weight, Collector may weigh or measure Carriage.

[Local.]

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Company,

Company, and upon the like Oath or Affirmation, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious, on the Part of such Collector or other Officer as aforesaid, then such Collector or other Person as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or Things as aforesaid, such Damage as shall appear to such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company, or by such Collector or other Officer as aforesaid (as the Case may be), the same shall be recovered by Distress and Sale of the Goods of the said Company or of the said Collector or other Officer as aforesaid (as the Case may be), by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any), upon Demand, after deducting the Costs of such Distress and Sale, to the said Company or to the said Collector or other Officer as aforesaid, as the Case may require.

For settling
Disputes
about the
Amount of
Rates or
Tolls.

CLXVII. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates or Tolls due to the said Company, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or (as the Case may require) the Proceeds of the Sale thereof, until the Amount of the Rates or Tolls due, or (as the Case may require) such Rates or Tolls, and the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace acting within his Jurisdiction, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath or Affirmation of the Parties or other Witnesses, and determine the Amount of the Rates or Tolls due, or (as the Case may be) such Amount and also the Amount of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them, as he shall think reasonable; and in case of Nonpayment thereof on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

Company
empowered
to lease the
Rates or
Tolls.

CLXVIII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to let the Rates and Tolls by this Act made payable, or any Part thereof, upon the Whole or upon any Part of the said Railway, to any Person or Corporation, for any Term which they shall think proper, not exceeding Seven Years from the Commencement of any such Lease, and to commence in Possession upon or within Three Calendar Months next after granting the same; and every such Lease shall be valid, and the respective Lessees thereof, and also such Persons as such Lessees shall appoint to collect and receive the Rates or Tolls so let, shall during the Continuance of such Lease be deemed Collectors of the Rates or Tolls so let, but for the proper Use of the Lessees thereof, and shall have the same Power and Authority to collect and recover the same, and be subject to the same Rules, Duties, and Penalties, as if they had been appointed for that Purpose by the said Company: Provided always, that public Notice of the Intention to let the said Rates and Tolls, or the

Part

Part thereof intended to be let, shall be given by the said Company by Advertisement to be inserted in some *London* Newspaper at least Fourteen Days prior to any Meeting of the said Company or of the said Directors at which it may be intended that the said Rates and Tolls shall be let as aforesaid.

CLXIX. And be it further enacted, That in case any of the Rates or Tolls granted by this Act shall be demised or let to farm in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so demised or let, or any of them, or in case all or any Part of any Rent agreed to be paid by any such Lessee or Farmer shall be in arrear or unpaid for the Space of Seven Days next after any of the Days on which the same ought to be paid pursuant to the Lease, Agreement, or Contract for demising or letting the same Rates or Tolls; or in case any temporary or other Collector of any of the said Rates or Tolls shall be discharged from his Office, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family or any Representative of any such Collector who shall die, abscond, or absent himself or be discharged, or in case any Person, being in Possession thereof, shall refuse to deliver up or shall not deliver up Possession of any Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereunto respectively belonging, to be erected or provided under the Powers or used for any of the Purposes of this Act, for or within the Space of Seven Days after Demand thereof made in Writing given to him or left at such Toll House, Office, Weighing Machine, or Building, or at any of such Toll Houses, Offices, Weighing Machines, or Buildings, which shall be or have been in the Possession or Occupation of such Collector or Person, such Demand in Writing to be signed by any Two or more of the said Directors, or by the Secretary or Clerk for the Time being of the said Company; or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable; then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace acting within their Jurisdiction, upon Application made by the said Directors, or by the Secretary or Clerk for the Time being of the said Company, by Warrant under the Hands and Seals of such Justices respectively to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take Possession of every or any such Toll House, Office, Weighing Machine, or other Building, with Appurtenances thereto belonging, and to remove and put such Lessee, Farmer, or Collector, or other Person who shall be found therein, together with his Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates or Tolls, and to put the said Company or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate and determine the Lease, Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes, save as to the Covenants and Agreements for Payment of the Rent thereby reserved, or other unperformed or broken Obligations, Covenants, or Agreements on the Lessee's Part; and it shall be lawful for the said Company in every such Case, either during such Proceedings or on the Termination thereof, to demise or let to farm the said Rates or Tolls to the same or any other Person, or cause them

Power of
Re-entry in
case of Non-
performance
of Conditions
of Leases of
Rates or
Tolls.

to

to be collected, in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

Weights
allowed to
be carried
on Railway.

CLXX. And be it further enacted, That no Carriage shall carry or bear at any one Time upon the said Railway, including the Weight of such Carriage, more than Four Tons Weight, except in any one Piece of Timber, Block or Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which shall nevertheless not exceed the Weight of Eight Tons, including the Weight of the Carriage, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Rates as they may from Time to Time direct or appoint, not exceeding Four Shillings *per* Ton for any Distance; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway without the special Licence of the said Company, and for the Tonnage of which the said Company are hereby authorized to demand and receive and recover such Sum as they may deem proper.

Company to
regulate the
Passage on
the Railway.

CLXXI. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and the Times when the same shall be open for Use, and for or relating to Travellers or Carriers passing upon the said Railway, and for or relating to the Mode or Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure and Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods and other Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon any such Carriages, or in any of the Stations or Premises occupied by or belonging to the said Company, and generally for regulating the passing upon, using, or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations shall be published and affixed in like Manner as Bye Laws are by this Act directed to be published and affixed, and shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages, and by all Persons using or working the said Railway and other Works, and by all Travellers and Passengers passing upon the said Railway, upon pain of forfeiting and paying a Sum not exceeding Five Pounds which the said Company shall attach to any such Default: Provided always, that in every Case of Infraction or Non-observance of any such Rules and Regulations which shall be attended with Danger to the Public or Annoyance to Travellers, or which shall obstruct or hinder the said Company in their due and lawful Use and working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger, or to remove or prevent such Obstruction, Nuisance, or Hindrance.

Carriages
not to be

CLXXII. And be it further enacted, That no Carriage shall pass along or be upon the said Railway or any Part thereof, or the Works
connected

connected therewith, (except in directly crossing the same, as herein authorized; for the Occupation of the respective Lands through which such Railway shall be laid, or in passing any public or private Carriage Road which may happen to cross the said Railway,) unless such Carriage shall at all Times, so long as it shall be used or shall be on the said Railway or any Part thereof, remain and be of such Construction and in such State and Condition as the Rules and Regulations of the said Company may from Time to Time or at any Time require, and which Rules and Regulations the said Company are hereby expressly authorized to make, and wholly or partially alter or revoke, from Time to Time, with Power to make new Rules and Regulations from Time to Time in lieu of or in addition to any former Rules and Regulations: Provided always, that all the Rules and Regulations which the said Company may from Time to Time make in regard to such Carriages shall, before they shall have any Effect as Rules and Regulations, be published once in the *London Gazette* and in One or more *London Newspapers*; and such Publications as aforesaid shall be deemed and taken to be sufficient for all Purposes, and to be express Notice of all such Rules and Regulations to all Persons and Companies whomsoever; and the Production of a Newspaper containing a Notice purporting to be a Notice of the Rules and Regulations of the Company shall for all Purposes be considered sufficient Evidence of the due making and Publication of such Rules and Regulations: Provided also, that if any Dispute shall at any Time or from Time to Time arise between the said Company and the Owner of any such Carriage, as to the State and Condition from Time to Time or at any Time of any such Carriage, in reference to the then existing Rules and Regulations of the said Company, such Disputes shall from Time to Time, when and as they may arise, be immediately referred to Three indifferent Persons, one to be appointed by the said Company, and another by the Owner of any such Carriage, and the third to be appointed by the Two so first appointed previous to their entering on the Business of the Reference; and the Decision, in Writing, of such Two Arbitrators and their Umpire, or of any Two of them, as the Case may be, shall be final and conclusive; and if either the said Company or the said Owner shall, for Ten Days after being so required in Writing by the other of them, neglect or refuse to appoint a Referee to act on their or his Behalf, then the Referee of the other Party may alone make a final Decision in Writing; and such Award or Decision shall, upon Proof of the Signatures thereto, be admitted in all Courts, and before all Judges, Justices, and others, as sufficient Evidence for all Purposes whatsoever of all the Facts therein stated; and if any Carriage, not being in the State and Condition which the Rules and Regulations of the said Company in existence at that Time may require, shall pass or be upon any Part of the said Railway or the Works connected therewith, except as aforesaid, the Owner thereof, or his Servant, or any One of his Servants, having for the Time being the Charge of any such Carriage, shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

used unless constructed as directed by the Company.

CLXXIII. And whereas, for the greater Security of Passengers and other Persons travelling upon and using the said Railway, it is expedient that the moving Powers to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Control of

Engines to be used on Railway to be approved by the Company.

[Local.]

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the

the said Company ; be it therefore enacted, That no locomotive or other Engine, or other Description of moving Power, shall at any Time be brought upon or used on the said Railway unless the same shall first have been approved of by the said Company ; and it shall be lawful for the said Company and they are hereby required, within Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine at any Place within Five Miles of the said Railway, and to report thereon to the said Company, who shall within Seven Days after such Report, in case such Engine shall be fit and proper to be used on the said Railway, give a Certificate to the Party requiring the same of their Approval of every such Engine ; and it shall be lawful for the said Company from Time to Time, upon any Engine used upon the said Railway being out of repair or unfit to be used upon the said Railway, to order the same to be taken off, or to forbid the same to be used upon the said Railway ; and in case any Person shall bring or use upon the said Railway any locomotive or other Engine, or any other moving Power, without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove or not to use any such Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove the same from or shall use any such Engine upon the said Railway, without having first repaired the same to the Satisfaction of the said Company, and obtained such Certificate of Approval as aforesaid, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence ; and the said Company are hereby authorized to remove such Engine from the said Railway.

Locomotive Engines to consume their own Smoke.

CLXXIV. And be it further enacted, That the Boiler of every locomotive Steam Engine to be used upon the said Railway shall be constructed upon the Principle of consuming its own Smoke, under a Penalty of Five Pounds for every Offence, to be recovered in a summary Way by the Order and Adjudication of One or more Justice or Justices of the Peace, on Complaint to him or them for that Purpose made, in the same Manner as other Penalties and Forfeitures for the Recovery whereof no special Directions are given are by this Act directed to be recovered ; one Half of which Sum, as often as the same shall be recovered, shall be paid to the Informer, and the other Half to the Vestry Clerk or other proper Officer of the Parish or Place where such Offence shall be committed, for the Benefit of the Poor of such Parish or Place.

Owners to put their Names, &c. on the Outside of their Carriages.

CLXXV. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway, and carrying Passengers or Goods for Pay, Hire, or Reward, shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be entered with the Clerk or other Officer of the said Company appointed for that Purpose, and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at least, and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such Carriage to be weighed, measured, and gauged, at the Expence of the said Company, and

and whenever it shall be required by the said Company, or by any Person by them appointed for that Purpose; and every Owner or other Person having the Care of any Carriage, or who shall conduct the same upon the said Railway, without having the Carriage previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage as herein-before directed, or who shall afterwards erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

CLXXVI. And be it further enacted, That the respective Owners of Engines and Carriages passing or being upon the said Railway and Works or any Part thereof shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, Machinery, Apparatus, or other Works made by virtue of this Act, or to or upon the Property of any other Person, either by loading or unloading of such Carriages or by any Means whatsoever; and every such Owner shall for every such Trespass, Damage, or Mischief, upon Conviction of any such Servant or other Person before some Justice of the Peace, either by the Confession of the Party, or upon the Oath, or, in the Case of a Quaker, the Affirmation of some credible Witness, pay to the said Company or to the Person injured, as the Case may be, the Damages to be ascertained by such Justice, so that the same do not exceed the Sum of Twenty Pounds, and also shall over and above such Damage forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and all Costs, Charges, and Expences attending such Conviction; all which Damages Penalties, Costs, Charges, and Expences shall be levied by Distress and Sale of the Goods and Chattels, if any can be conveniently found, of the Owner of such Carriage, by Warrant under the Hand and Seal of such Justice; and the Overplus (if any) of the Produce of such Sale, after Deduction of such Damages, Penalties, Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, upon Demand, to the Owner of such Goods and Chattels; and in case no such sufficient Distress can be conveniently found, then such Owner shall be committed to Prison as herein-after directed with respect to Persons who are convicted in any Penalty, and have no sufficient Goods whereon such Penalty may be levied; but if the Value or Amount of such Trespass, Damage, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such Carriage, his Executors or Administrators, may, at the Option of the said Company or the Person injured, (as the Case may be,) be sued and prosecuted for the same in any of His Majesty's Courts of Record; and if a Verdict or Judgment shall be given against him, either upon Proof made or by Default or upon Demurrer, the

Owners of Carriages to be accountable for Damage done by their Servants.

Plaintiff

Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

Owners may recover from their Servants any Money paid for their Neglect.

CLXXVII. Provided always, and be it further enacted, That in case any Owner of any Carriage passing or being upon the said Railway and Works or any Part thereof shall be compelled to pay any Penalty or to make any Satisfaction for any Damage by reason of any wilful Act, Neglect, or Default of any of his Servants, every such Servant shall be liable to pay such Penalty or Satisfaction for Damages, or both, as the Case may be, with the Costs attending the same, to such Owner; and in Case of Nonpayment thereof on Demand, and Oath, or in case of a Quaker Affirmation, made by such Owner of the Payment by him of such Penalty and Satisfaction, or either of them, as the Case may be, and that the same hath not been repaid to him by such Servant, although demanded, such Oath or Affirmation being made before some Justice of the Peace for the County of *Middlesex* aforesaid, such Penalty and Satisfaction, or either of them, as the Case may be, and the Costs aforesaid, shall be levied by Warrant under the Hand and Seal of such Justice, by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale; and the said Penalty and Satisfaction, or either of them, as the Case may be, and Costs and Charges as aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction or either of them, and the Costs so by him paid, for the wilful Neglect or Default of such Servant as aforesaid; and in case no sufficient Distress can be had such Justice shall and he is hereby required to commit such Servant to some Common Gaol or House of Correction for the said County or Place, there to remain without Bail or Mainprize for any Time not exceeding Three Calendar Months.

Railway not to be used as a Passage for Horses or other Cattle.

CLXXVIII. Provided always, and be it further enacted, That if any Person (save and except the said Company, and their Agents and other Persons authorized by them, and by them authorized for the Purpose only of the said Undertaking,) shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in leading or driving, upon such Railway or any Part thereof, any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or other Beast or Animal, (except only in directly crossing the same at Places to be appointed for that Purpose, or for the necessary Occupation as aforesaid of the respective Lands through which the said Railway shall pass,) every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Owners and Occupiers of adjoining Lands to cross Railway without Payment of Toll.

CLXXIX. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of Lands through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases in which the said Company shall, at their own Expence, have made proper and convenient Communications from the Land on one Side of the said Railway to the Land on the other Side thereof, according to any Agreement with any Owner or Occupier thereof, or according to the Provisions of this Act,) at all Times to pass and repass, and to lead or conduct any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, directly, but not otherwise, over and across such

such Part, and such Part only of the said Railway as shall be made in or upon their respective Lands, for the Purpose of occupying the same Lands, without Payment of any Rate or Toll for the same, provided that by so doing or by consequence thereof the Passage upon or along the said Railway be not in any way hindered or obstructed, or the same or the Works connected therewith be not in any way damaged.

CLXXX. And whereas it may be attended with very great Danger if the said Railway should be used by Persons on Foot; be it therefore enacted, That if any Person shall be or travel or pass upon Foot upon the said Railway without the Licence and Consent of the said Company, (unless for the Purpose of attending any Carriage under his Care, and except the respective Owners or Occupiers of Lands through which the said Railway shall pass, and their respective Servants, in passing across or over the same, as herein-before authorized,) every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on
Persons on
Foot using
Railway.

CLXXXI. And be it further enacted, That if any Person shall throw, place, or wilfully scatter or drop any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, or shall extinguish any Light or Lamp set up on or near the said Railway or other Works (unless by Authority of the said Company), or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he, and every Person actually or constructively aiding or assisting therein, shall respectively forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Penalty on
Persons ob-
structing
the free
Course of
Railway.

CLXXXII. And be it further enacted, That if any Person shall wilfully and maliciously, and to the Detriment of the said Undertaking or of the said Company, injure, break, throw down, destroy, steal, or feloniously take away any Part of the said Railway or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works, every Person, being lawfully convicted of any such Offence, shall be subject and liable to the Pains and Penalties to which Persons shall be liable in Cases of Simple Larceny.

Penalty on
destroying
Works.

CLXXXIII. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Thirty Inches over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage, or any Goods or Things, shall be placed or be suffered to remain on any Part of the said Railway or other Works so as to obstruct the Passage or working thereof, and the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made remove the same, then and in every such Case, and without Prejudice to any other Provisions in this Act contained, such Person shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Period than an Hour; and it shall be lawful for any Agent or Officer of the said Company to cause any such Carriage, Goods, or Things to be

Penalty for
obstructing
the Passage
of the Rail-
way.

[Local.]

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unloaded,

unloaded, if necessary, and to be removed in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until the Expences occasioned by such Unloading, Removal, or Detention shall be paid; and the said Company shall not nor shall any Agent or Officer of the said Company be liable or accountable for any Damage or Loss occasioned by any such Unloading, Removal, or Detention, or for any Delay occasioned thereby, or in any other Way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained, nor shall they or he be liable for the safe Custody of any such Carriage, or any Goods or Things, which shall be so detained, unless the same shall be wrongfully detained by the said Company or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained.

Damages and Charges, in case of Dispute, to be settled by Justices.

CLXXXIV. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained and determined by some Two or more Justices of the Peace for the said County of *Middlesex*; and where by this Act any Damages or Charges are directed to be paid in addition to any Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment of the Damages in any of the Cases aforesaid, to levy such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels, in manner by this Act directed for the levying of any Penalties or Forfeitures.

In case of Nonpayment of Compensation for Damages, &c. the same to be levied by Distress of the Goods of the Company.

CLXXXV. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company, or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Twenty-one Days after Demand in Writing shall have been made upon the said Company, in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by such Justice, which Warrant any such Justice is hereby authorized and required to grant, under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Money; and in case any Overplus shall remain after Payment of such Money and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned, on Demand, to the said Company.

CLXXXVI. And

CLXXXVI. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Order, or Rule made in pursuance thereof, (the Manner of levying or recovering whereof is not herein otherwise particularly directed,) may in case of Nonpayment thereof be recovered in a summary Way by the Order and Adjudication of some Two or more Justices of the Peace acting within their Jurisdiction, on Complaint to them for that Purpose made, and afterwards be levied, as well as the Costs (if any) of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hands and Seals of such Justices; and the Overplus (if any) of the Money so raised or recovered, after discharging any such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures, not herein directed to be otherwise applied, shall be paid, One Moiety to the Informer, and the Remainder to the said Company, for the Use and Benefit of the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Moiety to the Informer, and the Remainder to the Overseers of the Poor of the Parish within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Parish; and in case such Penalties and Forfeitures shall not be forthwith paid it shall be lawful for such Justices and they are hereby required to order the Offender so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant of Distress, unless such Offender shall give sufficient Security to the Satisfaction of such Justices of the Peace for his Appearance before such Justices, or before some other Justices of the Peace having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress (such Time being not more than Eight Days from the taking of such Security), and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures, and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justices shall not be required to issue such Warrant of Distress, but they are hereby required, by Warrant under their Hands and Seals, to commit such Offender to some Common Gaol or House of Correction for the said County of *Middlesex*, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by the due Course of Law.

Recovery
and Appli-
cation of
Penalties.

CLXXXVII. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace it shall be lawful for the Justice of the Peace before whom Complaint shall be made for any Offence committed against

Justices may
proceed by
Summons in
the Reco-
very of
Penalties.

to be administered by the said Justices of the Peace, duly to execute the Office of a Constable for the said Premises; and every Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts within the Limits of the said Premises, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for the apprehending Offenders, as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices, or any Three or more Directors of the said Company, to dismiss or remove any such Constable from his Office of Constable; and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease.

CXCI. And be it further enacted, That in all Cases in which any Justice of the Peace is authorized by this Act to examine any Person, or to take cognizance of or to hear or determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath or to receive the Affirmation of any Person before he shall be examined by or before such Justice.

Power to
Justices to
administer
Oaths.

CXCII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information, Order, or Complaint laid in pursuance of or for any Offence committed against this Act, or any Matter which is hereby referred to any Justice of the Peace, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Costs and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath (or in the Case of a Quaker on Affirmation) to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

For com-
pelling Wit-
nesses to
attend.

CXCIII. And be it further enacted, That in every Case in which by this Act a Declaration is required to be made the same shall be in the Form (or as near thereto as the Circumstances of the Case will admit) prescribed in the Schedule to an Act passed in the Fifth and Sixth Years of the Reign of His present Majesty, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits; and to make other Provisions for the Abolition of unnecessary Oaths;* and all Declarations made in Form aforesaid shall be as valid and effectual as an Oath or Affirmation; and if any Declaration so made shall be false or

Declara-
tions, by
this Act re-
quired, to
be made in
the Form
prescribed
by 5 & 6 W. 4.
c. 62.

[Local.]

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untrue

untrue in any material Particular the Person wilfully making such false Declaration shall be deemed guilty of a Misdemeanor.

Company to keep a separate Account of the Tolls for the Use of the Railway.

CXCIV. And be it further enacted, That in all Cases in which the said Company shall carry for their own Profit any Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept showing the Amount of the Rates or Tolls which have been received by the said Company, or which would have been received by them for the Use of the said Railway, in respect of such Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties; and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have free Access to and Liberty to inspect the same at any Time during the first Fourteen Days in the Months of *February* and *August* in each Year.

Persons aggrieved may appeal to the Quarter Sessions.

CXCV. And be it further enacted, That all Persons and Corporations who may think themselves aggrieved by any Bye Law, Order, or Rule of the said Company or the said Directors, or by any Order or Judgment made or given in pursuance thereof, and also the said Company and all other Persons and Corporations who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice of the Peace relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the said County of *Middlesex*, first giving Ten Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Party against whom such Complaint is intended to be made, or to the said Company, as the Case may be, and forthwith after such Notice, in the Case of an Individual appealing, entering into Recognizances before some Justice of the Peace, and with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or, if they think proper, may adjourn the hearing thereof to the following General or Quarter Sessions of the Peace for the said County; and the said Justices of the Peace may, if they see Cause, mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of such Bye Law, Order, or Rule or Determination, and may also order any such further Satisfaction to be made to the Party injured as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as they shall think reasonable.

Declaring what shall be good Service of Notice on the Company.

CXCVI. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Secretary or Clerk of the said Company; or leaving the same at the Office of the said Company or of the Secretary or Clerk, or delivering the same to some Inmate at such Office of the Company, or at the last or usual

usual Place of Abode of such Secretary or Clerk, or in case the same respectively shall not be found or known, then personal Service thereof upon any other Agent of or Officer employed by the said Company, or on any one Director of the said Company, and delivering the same to some Inmate of the last or usual Place of Abode of such Agent or Officer or any Director, shall be deemed good and sufficient Service of the same respectively on the said Company.

CXCVII. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ or other Proceedings at Law or in Equity, or otherwise, upon any Person or Corporation, under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon some Member or upon the Clerk or said Officer of such Corporation, or delivering the same to some Inmate of the last or usual Place of Abode of such Person, or of such Member, Clerk, or other Officer of such Corporation, at the Office of such Clerk or other Officer, shall be deemed good and sufficient Service of the same respectively upon such Person or Corporation (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by One Director or by the Secretary or Clerk of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print.

Declaring
what shall
be good
Service of
Notice by
the Com-
pany.

CXCVIII. And be it further enacted, That in case any Person against whom the said Company may have any Claim or Demand shall become bankrupt or insolvent, the Secretary or Clerk or Treasurer of the said Company for the Time being may do all the same Acts, and have and exercise all the same Powers and Privileges, as to the Establishment or Proof of Debts, voting in Choice of Assignees, signing Certificates, and other Matters and Things in respect of or relating to the Claim or Demand of the said Company, as any Person, being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

How Debts
may be
proved in
Cases of
Bankruptcy.

CXCIX. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in Proceedings under this Act or otherwise against or by or on behalf of this Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Two or more of the Directors of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or be deemed necessary for the Purpose of qualifying any Person to give Evidence as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, and also to do any other Act, Matter, or Thing in any such Action, Suit, or Arbitration or Reference, or other Proceeding, which any Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding; and every such recited Act, Matter, and Thing shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

Directors
empowered
to grant
Releases to
Witnesses.

CC. And

Authen-
ticated Bye
Laws to be
Evidence.

CC. And be it further enacted, That in all Cases of Prosecution for Offences against the Bye Laws, Orders, or Rules of the said Company, the Production of a written or printed Paper purporting to be the Bye Laws, Orders, or Rules of the said Company, and authenticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence and of the due making of such Bye Laws, Orders, or Rules; and it shall be sufficient to prove that a printed Paper or painted Board, containing a Copy of such Bye Laws, Orders, or Rules as shall subject any Person (not being a Proprietor of the said Company) to any Fine or Penalty, hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged hath been replaced as soon as conveniently might be, unless Proof shall be adduced by the Defendant that such printed Paper or painted Board is not a Copy of such Bye Laws, Orders, or Rules, or hath not been duly affixed and generally continued in manner by this Act directed.

Proceedings
not to be
quashed for
Want of
Form.

CCI. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari, or by any other Writ or Proceeding whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

Limitation
of Actions.

CCII. And be it further 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 this Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under this 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, nor unless such Action, Suit, or Information shall be laid and brought in the said County of *Middlesex*; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence, at 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 this 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 herein-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.

CCIII. And

CCIII. And be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in the Execution of this Act, or in, under, or by virtue of any Power or Authority hereby given, if Tender of sufficient Amends shall have been made by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding, before such Action brought; and in case no Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, whereupon such Proceedings, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defendants are allowed to pay Money into Court.

Plaintiff not to recover after Tender of Amends.

CCIV. And be it further enacted, That none of the Directors of the said Company hereby appointed, or hereafter to be appointed under the Authority of this Act, shall, by reason or means or on account of his being Party to, or making, signing, or executing, in his Capacity of Director of the said Company, pursuant to this Act, any Contract, Agreement, or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers, and Authorities given to the said Directors by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever, in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Chattels, Lands, or Tenements of the said Directors or any of them shall not, by reason, on account, or in consequence of any such Contract or other Instrument so entered into, or made, signed, or executed by them or any of them, as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in Execution; but that in every such Case any Person making any Claim or Demand upon the said Company or upon any Directors thereof, under or by virtue of any such Contract or other lawful Act, may sue and implead the said Company in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

Directors not personally answerable for Acts legally done as Directors.

CCV. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the several Parishes through or in which the several Works hereby authorized may pass or be situate; be it therefore enacted, That the said Company shall, from and after they shall have become seised and possessed by virtue of this Act of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax, unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of Land Tax, be subject and liable from Time to Time to pay and make good, to or in aid of such several Parishes as aforesaid, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes, or by reason of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same

Provision for Deficiencies of Land Tax.

[Local.]

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were

were valued or rated at the Time of the passing of this Act; and the Treasurer or Collector or Receiver to be appointed under this Act is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector of the said Assessments.

The whole of the Expence to be subscribed for before the compulsory Powers of the Act are put in force.

CCVI. And whereas the probable Expence of making the said Railway and the other Works hereby authorized will amount to the Sum of One hundred and fifty thousand Pounds, and the Sum of One hundred and twenty thousand Pounds and upwards, or more than Four Fifths thereof, hath been already subscribed for by several Persons, under a Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of One hundred and fifty thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

Certificate under the Hand of Justices of the Peace to be Evidence that the whole of the Monies have been subscribed.

CCVII. Provided always, and be it further enacted, That a Certificate under the Hands and Seals of Two Justices of the Peace for the County of *Middlesex* that the whole of the said Sum of One hundred and fifty thousand Pounds hath been subscribed as aforesaid, which Certificate such Justices are hereby authorized and required to grant on Application made to them respectively by the said Company, and on Production of the Subscription Deed of or relating to the said Company, shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of One hundred and fifty thousand Pounds has been subscribed.

If Land not contracted for within Two Years the Power to take Property on Compulsion to cease.

CCVIII. And be it further enacted, That unless the said Company shall within the Space of Two Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for, as in this Act mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purposes of making the said Railway and other Works hereby authorized, (save and except the aforesaid Twenty-five Acres of Land which the said Company are by this Act authorized to purchase in addition to the Lands hereby authorized to be taken or used for making the said Railway and other Works,) then and from thenceforth the Powers which are hereby granted to them for taking or using such Lands shall cease and be utterly void (save and except with Consent in Writing of the Owners and Occupiers thereof respectively).

If Railway not completed in Seven Years Powers to cease, except as to such Part, if any, as shall be completed.

CCIX. And be it further enacted, That in case the said Railway and Works shall not have been made and completed as far as the said *Kensington* Canal (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall be declared and certified to have been completed within the said Term if the Justices of the Peace of the said County of *Middlesex*, or any one of them, assembled at any General or Quarter Sessions of the Peace to be held in and for the said County at any Time before

before the Expiration of the said Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of Two or more Witnesses upon Oath, or, in the Case of Quakers, Affirmation, to be produced before such Justices for that Purpose.

CCX. And be it further enacted, That if the said Railway or any Part thereof shall at any Time hereafter be abandoned or given up by the said Company, or after the same shall have been completed shall for the Space of Three Years cease to be used and employed as a Railway, then and in such Case the Lands so purchased or taken by the said Company for the Purposes of this Act, or otherwise the Parts thereof over which the said Railway or any Part of such Railway which shall be so abandoned or given up by the said Company shall pass, shall vest in the Owners for the Time being of the Land adjoining that which shall be so abandoned or given up, in manner following; (that is to say,) one Moiety thereof in the Owners of the Land on the one Side, and the Remainder thereof in the Owners of the Land on the other Side thereof.

If Railway abandoned, the Land to revert to the original Owners.

CCXI. Provided always, and be it enacted, That nothing herein contained in relation to the aforesaid Railway shall affect the Purchase of the said Railway Company from the *Kensington* Canal Company, or the Powers and Privileges under the Acts relating to the said last-mentioned Company, and which are hereby transferred to the said Railway Company.

Not to affect the Purchase from the Kensington Canal Company.

CCXII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice or derogate from the Estates, Rights, Privileges, Franchises, Jurisdictions, or Authority of the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or the Lord Mayor of the said City for the Time being, or to prohibit, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of the passing of this Act the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being as Conservator of the River *Thames*, did or might lawfully claim, use, or exercise, or to authorize or empower the said Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the said River, or the Shore thereof, so as to alter or divert the Course of the said River or the Waters thereof.

Saving the Rights of the Corporation of London.

CCXIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, and Authorities vested in the Commissioners of Sewers for the City and Liberty of *Westminster* and Part of the County of *Middlesex*, but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been made.

Saving Rights of the Commissioners of Sewers for Westminster, &c.

CCXIV. And be it further enacted, That this Act or any Part thereof may be amended, altered, or repealed by any Act or Acts to be passed in the present Session of Parliament.

Act may be amended this Session.

CCXV. Provided always, and be it further enacted, That nothing herein contained shall extend, or be construed, deemed, or taken to extend, to exempt the Railroad to be formed under or by virtue of the Powers in and by this Act contained and given, or any Branch thereof, from the Provisions

Act liable to Regulation by General Act.

visions of any General Act or General Acts for the Regulation of Railroads which may be passed before the Expiration of One Year from the passing of this Act, if Parliament shall be sitting at the Expiration of such Period of One Year, or (if Parliament shall not then be sitting) before the End of the then next Session of Parliament.

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

The SCHEDULE to which the foregoing Act refers.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Brick Field	James Scott or Latimer's Charity.	James Scott or Latimer's Charity.	James and William Scott.
Cottages and small Gardens.	Latimer's Charity	Barber Beaumont and Webb.	Weekly Tenants.
Ditto	Ditto	Ditto and Mr. Stroud	Ditto.
A Garden	Ditto	Barber Beaumont	Mr. Carpenter.
No. 5, Alfred Place	Ditto	Ditto and Mr. Poulter	" Hammond.
" 6, Ditto	Ditto	Ditto and Mr. Bauden	" Melville.
" 7, Ditto	Ditto	Ditto and Mr. Davis	" Shipton.
" 8, Ditto	Ditto	Ditto and ditto	" Dean.
Brick Field	The Right Honourable Lord Holland.	Mr. H. Clutterbuck	Mr. H. Clutterbuck.
Nursery Ground	Richard and Charles Lee.	Richard and Charles Lee.	Richard and Charles Lee.
Ditto	Ditto and Lord of the Manor of Fulham.		Ditto.
Ditto	The Latimer Charity, and Richard and Charles Lee.		
Private Road and Trees.	John Carpue		Mr. Stanley.
Garden of No. 10, Portland Place.	Trustees of the late — Cooper, Esq.	George Stanley.	
Shrubbery on the West Side of the Counter's Creek.	Mrs. Ludlam		Mrs. Ludlam.