



ANNO PRIMO

# VICTORIÆ REGINÆ.

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## Cap. xcii.

An Act to enable the Great Western Railway Company to extend the Line of such Railway, and for other Purposes relating thereto. [3d July 1837.]

**W**HEREAS an Act was passed in the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from Bristol to join the London and Birmingham Railway near London, to be called "The Great Western Railway," with Branches therefrom to the Towns of Bradford and Trowbridge in the County of Wilts;* 5 & 6 W. 4. c. 107. and another Act was passed in the Sixth Year of the Reign of His said Majesty, intituled *An Act to alter the Line of the Great Western Railway, and to amend the Act relating thereto:* 6 W. 4. c. 38. And whereas it would be attended with great public Advantage if the Line of the said Railway as authorized to be made by the said recited Acts were extended to or near to the Basin of the *Paddington Canal* in the Parish of *Paddington* in the County of *Middlesex*; but the Authority of Parliament is necessary for carrying the above Object fully into effect: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things contained in the said recited Acts

[Local.]

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Powers of recited Acts to extend to this Act.  
Acts



Acts or either of them (except such of them or such Parts thereof respectively as are by the said last-recited Act repealed, altered, or otherwise provided for,) shall extend and be construed to extend to this Act and to the several Works and Things hereby authorized or required to be made and done, and shall operate and be in force in respect to the Objects and Purposes of this Act as fully and effectually to all Intents and Purposes whatsoever as if the same Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things were repeated and re-enacted in this Act.

Power to extend the Railway to the Basin of the Paddington Canal at Paddington.

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to extend the Line of the said Railway, and to make and maintain such extended Line of Railway, with proper and convenient Wharfs, Warehouses, Stations, Depôts, and Approaches thereto, and other Works connected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated on the Plan or described in the Book of Reference thereto deposited as herein-after mentioned with the Clerk of the Peace for the County of *Middlesex*, (that is to say,) commencing in a certain Field in the Parish of *Acton* and County of *Middlesex*, and numbered Forty-nine on the Plan of the said Railway as authorized to be made, altered, or varied by the said last-recited Act, and deposited with the Clerk of the Peace for the said County of *Middlesex*, and terminating at or near a certain Space of Ground adjoining or near to the Basin of the *Paddington* Canal in the Parish of *Paddington* in the said County of *Middlesex*, and passing from, through, or into the several Parishes of *Acton*, *Hammersmith*, *St. Mary Abbots Kensington*, *St. Luke's Chelsea*, and *Paddington*, or some of them, in the said County of *Middlesex*.

Power to divert the Sixth District Metropolis Road near Westbourne Turnpike Gate.

III. And be it enacted, That for the Purposes of the said extended Line it shall be lawful for the said Company and they are hereby empowered at their own Expence to alter and divert the present Course of that Portion of the Sixth District of the Metropolis Turnpike Roads situate at or near the *Westbourne* Turnpike Gate in the Manner shown upon the Plan deposited with the Clerk of the Peace for the County of *Middlesex* as herein-after mentioned, and thereupon such Part of the present Road as may lie between the Points of Deviation shall become the Property of and absolutely vested in the Owner of the adjoining Land through whose Property the Diversion shall be made; and the new Road so to be formed as aforesaid shall become and be absolutely vested in the Commissioners of the Metropolis Turnpike Roads North of the *Thames*: Provided always, that such Alteration or Diversion shall be made under the Direction and Superintendance of the Surveyor General for the Time being to the said Commissioners, in like Manner as is provided by the said first-mentioned Act with respect to Works connected with the said Roads.

Plan deposited with the Clerk of the Peace to re-

IV. And whereas a Map or Plan and Section describing the Line and Levels of the intended Extension of the said Railway and the proposed Diversion of the said Road, and the Lands in and through



which the same and the Works connected therewith respectively are intended to be carried or made, together with a Book of Reference thereto containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees and Occupiers of such Lands, has been deposited in the Office of the Clerk of the Peace for the County of *Middlesex*; be it therefore enacted, That the said Map or Plan, Section, and Book of Reference so deposited, such Plan and Section being the Plan and Section approved of by Parliament, shall remain with and be kept by the said Clerk of the Peace; and all Persons interested in any Manner in such Lands shall at all seasonable Times have Liberty to inspect and to make Extracts from or Copies of the said Map or Plan, Section, and Book of Reference respectively, paying to the said Clerk of the Peace the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; and the said Map or Plan, Section, and Book of Reference, or true Copies thereof or of so much thereof respectively as shall relate to any Matter 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 and elsewhere.

main in his  
Custody.

V. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said extended Railway and the before-mentioned Diversion of the said Road, and all necessary or convenient Works connected therewith respectively, in the Line or Course and in or through the Lands delineated on the said Plan, subject as herein-after mentioned, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, 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 any Dispute about the same), and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and every such Certificate shall be deposited with and be kept by the Clerk of the Peace for the said County of *Middlesex*, and shall be sufficient for all the Purposes of this Act.

Errors and  
Omissions in  
Act or Book  
of Reference  
not to ob-  
struct the  
making of  
such Exten-  
sion of the  
Railway.

VI. And be it further enacted, That the said Company, in making the said extended Railway and other Works by this Act authorized, shall have full Power to deviate from the Line thereof as delineated on the said Map or Plan so deposited with the Clerk of the Peace as herein-before is mentioned; provided that no such Deviation shall extend to a greater Distance than One hundred Yards, or in passing through any Town to a greater Extent than Ten Yards, from the Line so delineated on the said Plan, nor shall any such Deviation extend into the Lands of any Person whose Name is not mentioned in the said Book of Reference, without the previous Consent in Writing of the Person whose Lands shall be affected thereby, unless the Name of such Person shall have been omitted by Mistake or Inadvertence, and unless the Fact that such Omission proceeded from Mistake or Inadvertence shall have been certified in manner herein-

Power to  
deviate from  
Line as de-  
lineated on  
Map or Plan.

before



before provided for in Cases of unintentional Errors in the said Book of Reference.

Limiting Deviations from Datum Line described on the Section, &c.

VII. And be it further enacted, That in making the said Railway it shall not be lawful for the said Company to deviate from the Levels of the said Railway as referred to the common Datum Line described on the Section so approved of by Parliament and as marked on the same to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners, or if there be no such Trustees or Commissioners without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any public Sewers, or of the Proprietors of any Canal or Navigation affected by such Deviation, and that no Increase in the Inclination or Gradients of the said Railway as denoted by the said Section shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile; and where in any Place it is intended to carry the Railway on an Arch or Arches, as marked on the said Plan or Section, the same shall be made accordingly, and where a Tunnel is marked on the said Plan or Section as intended to be made at any Place the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in or through which such Tunnel is intended to be made shall consent that the same shall not be so made: Provided nevertheless, that it shall be lawful for the said Company, with such Consent as aforesaid, and not otherwise, to make a Tunnel or an Arch or Arches as aforesaid not marked on the said Plan or Section, so that no such Tunnel shall be of a greater Length than Two hundred Yards, and that no Two Tunnels be at a less Distance from each other than One hundred Yards measured on the Line of the Railway: Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the County, and also be affixed upon the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or if there be no Church on some other Place to which Notices are usually affixed: Provided also, that for the Purpose of consenting to any such Deviation from the said Sections, and to any Tunnelling or Arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are herein capacitated to agree for the Sale of and to convey Land for the making of the said Railway, and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

Directing in what Manner the Radius of Curves may be diminished.

VIII. And be it further enacted, That it shall not be lawful to diminish the Radius of any Curve from what it is shown to be on the Plan deposited with the Clerk of the Peace, unless such Radius exceed



exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile unless where it exceeds Two Miles, or by more than Half a Mile unless where it exceeds Three Miles on the said Plan.

IX. And whereas the said Railway is intended to pass through certain Lands in the Parish of *Paddington* belonging to the Lord Bishop of *London*, and held on Lease by *Thomas Thistlethwayte* and *Thomas Somers Cocks* as Trustees under several Acts of Parliament and other Assurances relating thereto for a long Term of Years renewable for ever: And whereas certain Portions of such Lands will be required by the said Company as well for making their Railway as for their Depôt at the Termination of the said Railway and for Approaches thereto, and the Erection of Warehouses and other Buildings thereon: And whereas it is expedient, and the Right Honourable and Right Reverend *Charles James* the present Lord Bishop of *London* and the said *Thomas Thistlethwayte* and *Thomas Somers Cocks* are respectively willing, that the said Lands should be demised to the said Company for the Purposes of the said Railway and Works upon Leases thereof for Ninety-nine Years, renewable at the Expiration of every Fifty Years in manner herein-after mentioned; be it therefore enacted, That it shall and may be lawful for the said *Thomas Thistlethwayte* and *Thomas Somers Cocks*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, and the Lessee or Lessees for the Time being, under or by virtue of any renewed Lease to be from Time to Time granted by the Lord Bishop of *London* for the Time being, and to and for his or their Executors, Administrators, and Assigns, with the Consent and Approbation of the said Lord Bishop for the Time being, to demise, lease, or grant any Part of such Lands required by the said Company, and as the said Lord Bishop of *London* and Trustees may think proper to demise, for any Term or Number of Years not exceeding Ninety-nine Years, and renewable perpetually at the Expiration of every Fifty Years for a further Term of Ninety-nine Years, so as there be reserved by every such Lease or Grant respectively the best and most improved yearly Rent which can be reasonably gotten, and which the said Lord Bishop and Trustees may agree to take for the same, One Third Part thereof to be reserved and made payable to the said Lord Bishop and his Successors, and the other Two Third Parts thereof to the said *Thomas Thistlethwayte* and *Thomas Somers Cocks*, their Executors, Administrators, and Assigns, or to the Lessee or Lessees for the Time being under any renewed Lease or Leases to be granted by the said Lord Bishop or his Successors, such Rent or Rents to be made payable quarterly, free from all Deductions whatsoever, without any Fine, Premium, or Foregift, or any thing in the Nature of a Fine being taken (except as is herein-after provided), for making such Lease; and in all Leases so to be granted or renewed to the said Company as aforesaid there shall be reserved the like Power of Distress as Landlords under common Leases have for the Recovery of Rent in arrear, although such Rents may not be wholly or in any respect incident to the Reversion of the Premises demised, and also a Power for enabling the said Lord Bishop and his Lessees for the Time being

Empowering the Trustees of the *Paddington Estate* and the Bishop of *London* to grant Leases to the Company.



as aforesaid, in case of Nonpayment of the Rent to be paid and in such Leases to be reserved and made payable by the Space of Twenty-one Days next after any Portion thereof shall become due, to seize and distrain all and every or any of the Engines, Carriages, Machinery, Goods, Wares, Merchandize, Chattels, and Effects whatsoever belonging to the said Company wheresoever the same can or may be found, and whether on the said demised Premises or not, and to sell and dispose thereof as in other Cases of Distress for Rent reserved between Landlord and Tenant, and also a Power to enter on all and every or any of the Toll Houses belonging to the said Company, and to receive and take all and every the Tolls, Rents, and Duties payable to the said Company by virtue of any Act or Acts of Parliament made or to be made or which shall be reserved on any Lease or Agreement to be granted or entered into by the said Company, and use and exercise all Powers and Remedies of the said Company for obtaining the said Tolls, Rents, and Duties, until by the Means aforesaid or otherwise all Arrears of the said Rent so to be reserved and made payable to the said Lord Bishop and his Lessees as aforesaid, together with the Costs, Charges, and Expences attending all and every such Distress and Sale, and Entry and Perception of the Tolls, Rents, and Duties aforesaid, shall be fully paid and satisfied, and which Powers of Distress, Sale, Entry, and Perception of Tolls, Rents, and Duties shall have Priority over and be paramount to any other Charge or Interest whatever on the said Premises, or on the Engines, Carriages, Machinery, Goods, and Wares, Merchandize, Chattels, Effects, Toll Houses, Toll Rents, and Duties of and belonging to the said Company; and all Covenants, Provisoos, and Agreements in the said Leases to be contained shall be binding as well upon the said Company and their Successors and Assigns as upon the said Bishop and his Successors and other Parties to the said Lease, their respective Executors, Administrators, and Assigns; and the said Company are hereby authorized and required to accept such Leases instead of purchasing the said Lands under the Power contained in the said recited Act, and to enter into such Covenants, Provisoos, and Agreements under their Corporate Seal, and to pay and apply the Money authorized to be raised by the said first-recited Act and other the Funds of the said Company in pursuance of such Lease and of the Covenants and Agreements to be therein contained.

Premiums to be paid for Leases to be applied in discharge of Incumbrances on the Estate.

X. And whereas certain Portions of the Lands belonging to the said Lord Bishop of *London* and to the said *Thomas Thistlethwayte* and *Thomas Somers Cocks* as Trustees thereof now stand charged with certain Mortgages, amounting in the whole to the Sum of Twenty-three thousand Pounds, and the said Lord Bishop of *London* and the said Trustees are or may be under Liabilities and Engagements in respect of the said Property in a further Sum not exceeding Seven thousand Pounds: And whereas the Lands belonging to the said Lord Bishop and Trustees, and required for the Purposes of the said Railway, will exceed in Value the Sum of Thirty thousand Pounds; be it therefore enacted, That notwithstanding any thing herein-before contained it shall be lawful for the said Company to pay, and for the said Lord Bishop and the said Trustees to accept and receive, and the said Company are hereby required to pay, the said



Sum of Twenty-three thousand Pounds and any other Sum not exceeding the said Sum of Seven thousand Pounds which the said Lord Bishop and Trustees may require, as and by way of Premium or Part Consideration for the Lease or Leases to be granted of the said Lands as herein-before mentioned: Provided always, that the said Sum of Twenty-three thousand Pounds, and so much of the said Sum of Seven thousand Pounds as shall be paid to the said Lord Bishop or to the said Trustees by way of Premium or Part Consideration as aforesaid, shall be applied only in Discharge or Reduction of the said Mortgages or other Liabilities affecting the said Lands as aforesaid.

XI. And be it further enacted, That the said Company shall and they are hereby required to erect and build upon the Lands to be leased to them in manner herein-before mentioned, or upon such Part thereof as may be agreed on between them and the said Bishop and Trustees respectively, Buildings of the Value at least of Ten thousand Pounds, and for ever afterwards during the Subsistence of any Lease of such Lands or any Renewal thereof to maintain such Buildings, so that the Value thereof shall at all Times amount to the said Sum of Ten thousand Pounds, as and by way of additional Security for the Rent to be reserved in such Leases as aforesaid.

Company to erect Buildings of the Value of 10,000*l*.

XII. And be it enacted, That the said Company shall and they are hereby required, within Ten Months after any such Lease shall be granted as herein-before authorized, to build and complete and for ever after maintain fit for Use a Carriage Bridge of Brick, Stone, or Iron over the Grand Junction Canal at the present Foot Bridge over the same near to the intended Depôt of the said Railway, or as near thereto as may be, Forty Feet wide in the Clear, with an Approach thereto from the *Harrow* Roads Forty-five Feet wide, and in a Line with the Centre of the said present Foot Bridge, and also to make and complete a Road from the said Bridge to *Spring Street* in the said Parish of *Paddington* Forty Feet wide, and from *Spring Street* to the *Black Lion Lane* in the said Parish Sixty Feet wide, including Footpaths, such Road and Footpaths to be in lieu of the Bishop's Footpath, which shall thereupon revert to the Owners of the Lands on either Side thereof, and to be properly formed, constructed, made, and drained, with all fit and necessary Materials in all respects, and to the Satisfaction of the Surveyor for the Time being appointed by the Vestry of the said Parish of *Paddington* and of the Surveyor for the Time being of the said Bishop and Trustees: Provided always, that the said Roads when constructed as aforesaid shall be considered as Parish Roads of the said Parish of *Paddington*, and shall as such be under the Control and Management of and shall be repaired by the Commissioners or Trustees for the Time being having the Control and Management of the Highways within the said Parish: Provided also, that the Bridge so to be erected as aforesaid shall be constructed to the reasonable Satisfaction of the Engineer for the Time being of the said Canal Company, any Dispute respecting the same to be settled by Reference to Two indifferent Engineers to be mutually chosen, or their Umpire, in the usual Way.

Company to erect Bridge over the Grand Junction Canal and certain Roads in the Parish of *Paddington*.

XIII. Be



Bridge to be constructed over the Railway near Black Lion Lane.

XIII. Be it also further enacted, That the said Company shall construct and keep in repair the Bridge over the Railway at the Intersection of *Black Lion Lane* of a Width not less than Forty Feet, and that they shall ease off the Approach to it by increasing gradually the Width of the Road North of the Gate leading into the present Residence of *John Cockerell* Esquire, and that they shall also form and make all Sewers that may be necessary to carry off any Flow of Water arising from any Alteration in the Level of the said Road.

Providing for Injury to Roads in Paddington during the Construction of Railway.

XIV. And be it further enacted, That the said Company shall and they are hereby required, in case the Vestry of the said Parish of *Paddington* shall incur any extra Expence in the Repairs of the Roads under their Superintendence and Control by reason of and during the Construction of the Works of the said Railway, to make full Compensation to the said Vestry in respect of any extra Expence which may be so incurred by them, the Amount of such extra Expence, in case of Dispute about the same, to be settled and determined by Two indifferent Persons to be named by the said Company and the said Vestry respectively, or by their Umpire in case they cannot agree respecting the same.

No Foundry or other objectionable Works or Trades to be suffered upon the Paddington Estate.

XV. And be it further enacted, That no Foundry nor any other Works, nor any Trade or Business whatsoever (except Smiths Shops or ordinary Shops connected with the Works of the Company, and for their Use,) which may be a Nuisance to the said Lord Bishop and Trustees for the Time being, or the Tenants or Occupiers of the said *Paddington* Estate, shall at any Time hereafter be suffered upon any Part of the Premises by this Act authorized to be demised by the said Lord Bishop and the Trustees of the said *Paddington* Estate.

Regulating Steam Engines to be erected in the Parish of Paddington.

XVI. And be it further enacted, That the Company shall be permitted and authorized to erect One or Two but not more than Two stationary Steam Engines on the said Land hereby authorized to be demised by the said Lord Bishop and Trustees to the said Company, not exceeding together Twenty-five Horse Power, and that no other Steam Engine shall be erected or used on the Property now belonging to *John Cockerell* Esquire West and South of the *Harrow* Road, nor on the *Paddington* Estate East of the Property of *John Cockerell* Esquire (locomotive Engines for the Railway excepted); and the Steam Engines which shall be erected in any Part of the Parish of *Paddington* shall be made to consume their own Smoke, and if any Steam Engine shall be found not to consume its own Smoke such Engine shall be deemed a common Nuisance, and the Company may be indicted in respect thereof according to the Laws in regard to common Nuisances, and the same shall be liable to be abated as such; and the Chimney Shafts of the Steam Engines in the said Parish shall be made of such Heights, not exceeding One hundred Feet respectively, as shall be approved of by the Architect of the said Lord Bishop and Trustees for the Time being, and the same shall be of such ornamental Elevation respectively as shall be approved of by the said Architect.

XVII. And



XVII. And be it further enacted, That the said Company shall and they are hereby required at their own Expence to supply such additional Police under the Direction of the Commissioners of Police, or pay for such additional Number of Policemen as the said Company may find necessary for the Safety, Convenience, and Protection of the Public by reason of the Construction of the Works within the said Parish of *Paddington* until the opening of the said Railway for the Conveyance of Passengers thereon.

Company to maintain additional Police in *Paddington* if necessary.

XVIII. And whereas certain Lands now held by the Company of Proprietors of the Grand Junction Canal as Lessees or otherwise will be required for the Purposes of the said Railway and Depôts: And whereas it is expedient that the said Company of Proprietors of the Grand Junction Canal should be enabled to convey or assign their Interest in the same Lands to the said Great Western Railway Company, and that the said last-mentioned Company should be enabled to accept such Conveyance or Assignment; be it therefore enacted, That it shall be lawful for the said Company of Proprietors of the said Grand Junction Canal to sell and dispose of or to assign their Interest in the said Lands or any Part thereof to the said Great Western Railway Company upon such Terms as may be mutually agreed on between the said Two Companies respectively; and it shall be lawful for the said Great Western Railway Company and they are hereby authorized and enabled to purchase and acquire the Interest of the said Grand Junction Canal Company, or any Portion of their Interest, in the said Lands.

Empowering the Grand Junction Canal Company to convey Property to the Great Western Railway Company.

XIX. Provided always, and be it further enacted, That nothing in this Act contained shall affect or be construed to affect the said Grand Junction Canal Company, their Rights, Interests, Waters, or Works, further or otherwise than is provided for by the said recited Act or by this Act.

Saving the Rights of the Grand Junction Canal Company.

XX. 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 *Birmingham, Bristol, and Thames Junction Railway Company*, but all the Rights, Privileges, and Franchises of the said Company, and also all such Powers and Authorities in the Act relating thereto, as if this Act had not been passed, are hereby saved and reserved to such Company, save in so far as the same may be in any Manner affected by any Agreement already subsisting or hereafter to be made between them and the said Great Western Railway Company.

Saving the Rights of the Birmingham, Bristol, and Thames Junction Railway Company.

XXI. And whereas certain Lands are required for the Purposes of the said Railway belonging to the Lord of the Manor of *Fulham* and to the Copyholders of the said Manor: And whereas the said Copyholders are desirous to exchange the said Lands so required as aforesaid for other Lands adjoining thereto, the Owners whereof are willing to effect such Exchange on receiving from the Great Western Railway Company the Compensation which would be payable by them in respect of the said Lands; be it therefore enacted, That it shall be lawful for the said Lord of the Manor of *Fulham* and for the said

Authorizing Lord of the Manor and Copyholders of *Fulham* to accept Lands in Exchange for those required for the Railway.



Copyholders to accept of such Lands in Exchange for the Lands to be conveyed by them to the said Great Western Railway Company, and such Lands so conveyed to them in Exchange as aforesaid shall thenceforth be subject in all respects to the same Rights, Privileges, and Customs as the said Lands belonging to the said Lord of the Manor and Copyholders, and required for the Purposes of the said Railway, were subject to previously to such Exchange ; and that it shall be lawful for the said Great Western Railway Company to contract and agree with the Lord of the Manor and Copyholders for the Sum to be paid for the Lands belonging to them as aforesaid, and to pay such Sum to the Owners of the Lands to be conveyed to the said Lord of the Manor or Copyholders in Exchange for the Lands required for the Purposes of the said Railway, and such Lands so required for the said Railway shall thereupon be conveyed to the said Company, and shall be and become the Property of the said Company in like Manner as though such Consideration were paid to the said Lord of the Manor and Copyholders in respect of the said Lands.

For Protec-  
tion of the  
Grand  
Junction  
Waterworks.

XXII. And whereas the said Railway is intended to be carried over and along Part of the District or Places which the Grand Junction Waterworks Company are authorized and empowered to supply with Water, and the said Grand Junction Waterworks Company may be required or may have Occasion to make or lay a Main or Mains, Pipe or Pipes, along public Roads or Streets and in other Places in the said District across or under which the said Railway may pass, and by reason of such Railway a great and additional Expence must be incurred, not only in 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 Grand Junction Waterworks Company shall, notwithstanding this Act or any thing herein contained, or the said recited Acts, be at liberty at any Time or Times and from Time to Time hereafter to lay and make any Main or Mains, Pipe or Pipes, for the Purpose of supplying the same District, under or over any Part or Parts of the said Railway, or under or over any Tunnel or Tunnels which the said Railway Company may lay or make within the said District ; and that such Main or Mains, Pipe or Pipes, shall be laid in a good and sufficient Culvert or Culverts, or upon a Bridge or Bridges, and at a Rise, Inclination, or Dip of not more than One Inch vertical for every Thirty-six Inches horizontal ; 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 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 Railway Company to the said Grand Junction Waterworks Company, and that the said Railway Company shall also bear and pay the whole Expence of making such Culvert or Culvers, Bridge or Bridges, and of afterwards keeping and maintaining the same in repair.

To prevent  
Contamina-  
tion of Water.

XXIII. And be it further enacted, That no Pipe or other Conduit to be laid or used for the Conveyance of Gas in, under, through, along,  
3  
across,



across, or round any Highway, Street, or other Passage or Place within the Limits of this Act shall, with the Consent of the said Great Western Railway Company, be laid in the same Culvert in or through which any Mains or Service Pipes or Conduit for the Supply of Water by the said Grand Junction Waterworks Company, shall be laid; and that no such Pipe or Conduit for the Conveyance of Gas shall be laid at a less Distance than Four Feet at least from the Joint of any Water Pipe now or hereafter to be laid down for the Conveyance and Supply of Water by the said Grand Junction Waterworks Company; and that if any Pipe or Main for the Conveyance of Gas shall be required to be laid over or across any Bridge to be constructed for the Purpose of conducting a Main or Pipe for the Conveyance of Water across the Railway, such Bridge shall be of sufficient Width to leave a Space of Four Feet at the least between the Main or Pipe for the Conveyance of Water and the Main or Pipe for the Conveyance of Gas.

XXIV. Provided always, and be it further enacted, That nothing herein contained shall extend or be deemed or construed to extend to prejudice, alter, or take away any of the Rights, Interests, or Privileges now vested in the Grand Junction Waterworks Company.

Saving Rights  
of Grand  
Junction  
Waterworks  
Company.

XXV. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize or empower the said Railway Company to raise, sink, alter, or in any Manner to interfere with any Main or Pipe or Stopcock, Plug or Branch, laid down or fixed or set up by the Company of Proprietors of the *West Middlesex* Waterworks or by any other Waterworks Company in the District through which the Railway is intended to pass, unless Fourteen Days Notice in Writing 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, Stopcock, Plug, or Branch shall have been given to the said *West Middlesex* Waterworks Company to whom such Main Pipe, Stopcock, Plug, or Branch may belong, and after and notwithstanding such Notice, then only to such Extent and Degree as shall be 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 any Main or Pipe, Stopcock, Plug, or Branch, which shall have been so raised, sunk, altered, or interfered with as aforesaid; and in case the said Railway Company shall by reason of the Construction of their Works or otherwise occasion any Interruption to the Supply of Water from the Mains of any Waterworks Company with which they may interfere in the Progress of such Works, they shall forfeit and pay to any Person who may sue for the same the Sum of One hundred Pounds for every Day during which such Supply shall be so interrupted; and the said Railway Company shall pay and reimburse unto the said Waterworks Company to whom any Main, Pipe, Stopcock, Plug, or Branch interfered with by them may belong, or otherwise indemnify them from and against all Penalties,

For Protec-  
tion of the  
*West Middle-*  
*sex Water-*  
*works Com-*  
*pany.*



ties, Charges, Losses, Costs, Damages, and Expences whatsoever which they shall or may necessarily incur or be put unto 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 Her 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 Purpose of the said Railway, shall pass over or be upon the Pipes, Mains, or other Works of the said *West Middlesex* Waterworks Company or of any other Waterworks Company, then the said Railway Company shall build and forever after keep in repair One or more Culvert or Culverts of sufficient Dimensions under the Inspection of and to the Satisfaction of the Engineer for the Time being of the said *West Middlesex* Waterworks Company or other the Company whose Mains, Pipes, or other Works are so interfered with, for the Purpose of laying such Mains or Pipes therein.

Railway  
Company not  
to prevent  
Waterworks  
Company  
from laying  
down Pipes,  
&c.

XXVI. And be it further enacted, That nothing in this Act contained shall extend to prevent the said Company of Proprietors of the *West Middlesex* Waterworks or any other Waterworks Company now established, their or any of their Servants, Workmen, or Agents, from raising or sinking, laying down, repairing, or altering, any Main or Pipe, Stopcock, 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, Stopcock, Plug, or Branch which may be necessary for the Purpose of supplying with Water any Part of the Districts now authorized to be supplied by such Waterworks Company, or for the more perfectly or completely supplying with Water all or any of the Districts which now are or which have at any Time been supplied with Water by them: Provided always, that such additional Mains, Pipes, Stopcocks, Plugs, and Branches shall be carried over or under the said Railway by or through such Bridges and Culverts as may be then constructed where the same may be practicable: Provided also, that before entering upon or interfering with any of the Lands or Works of the Great Western Railway Company for any of the Purposes aforesaid the said Waterworks Company shall give to the said Railway Company Fourteen Days Notice of their Intention so to do, and all Works of the said Waterworks Company shall be done under the Superintendence of the Engineer for the Time being of the said Railway, and in such Manner as to do as little Injury or Damage and to occasion as little Obstruction to the said Railway or the Works connected therewith as possible.

Saving Rights  
of West  
Middlesex  
Waterworks  
Company.

XXVII. 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 the Proprietors of the *West Middlesex* Waterworks.

Company, if  
required, to  
purchase the

XXVIII. And whereas the said intended Railway and Works are intended to pass nearly contiguous to a Mansion House and Twelve Acres



Acres of Land at *Westborne* in the said Parish of *Paddington*, belonging to *William Penney* Esquire; be it therefore enacted, That in case the said *William Penney*, his Heirs or Assigns, shall by Notice in Writing to be left at the Office of the said Company require the said Company to purchase the said Mansion House and Land, it shall be lawful for the said Company and they are hereby required within Thirty Days after the Service of such Notice to treat for the Purchase of the said Mansion House and Land, and for the Compensation, Recompence, or Satisfaction to be made to the said *William Penney*, his Heirs, Executors, Administrators, or Assigns, in respect of the same; and in case the Party so giving such Notice and the said Company shall not agree as to the Value of such Mansion House and Land, or as to the Compensation, Recompence, or Satisfaction to be made to such Party in respect thereof, then the Amount to be paid to such Party shall be ascertained by the Verdict of a Jury in the Manner provided by the said first-mentioned Act for ascertaining and settling the Value or Recompence for other Lands, Tenements, Hereditaments, and Premises to be taken or purchased for the Purposes of the said Act; and that in case Default shall be made by the said Company in payment of the Sum or Sums of Money to be settled and agreed upon or ascertained by the Verdict of a Jury as and for such Value, Compensation, Recompence, and Satisfaction as aforesaid, or of any Part of such Sum or Sums of Money, for the Space of Two Calendar Months after the same shall have been settled and agreed upon or awarded by such Jury as aforesaid, then and in every such Case it shall be lawful for the Person or Persons to whom such Sum or Sums of Money ought to be paid to sue for and recover the same by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Mansion  
House and  
Land of  
*William Pen-  
ney*, Esquire.

XXIX. And whereas by the said first-recited Act it is enacted, that in all Cases in which, in the Exercise of the Powers thereby granted, any Part of any Carriage or Horse Road, Railway or Tramroad, either public or private, shall be found necessary to be cut through, diverted, raised, sunk, taken, or so much injured as to be impassable or inconvenient for Passengers or Carriages, or the Persons entitled to the Use thereof, the said Company shall at their own Expence, and before any Road shall be so cut through, diverted, 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, as convenient for Passengers and Carriages as the Road to be cut through, diverted, raised, sunk, taken, or injured as aforesaid, or as near thereto as may be; and where the Road cut through, diverted, raised, sunk, taken, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made as aforesaid, and the principal Road shall be restored within Six Calendar Months next after the Commencement of the Operation; be it enacted, That in case the said Company shall not in manner aforesaid cause another good and sufficient Road to be set out and made before 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 as aforesaid, unless the Trustees of the said Road shall have consented to an Extension of the said Period, then

Providing  
for Injury  
to Roads.

[*Local.*]

36 X

+

and



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 in the said recited Act directed, or during which such Turnpike Road shall not be restored after the Expiration of the said Six Calendar Months, or such other extended Period as may have been consented to by the said Trustees, the Sum of Twenty Pounds, which Penalty shall be recoverable from the said Company in such and the same Manner as any Penalties incurred by the said Company for which no special Provision is made by this Act.

Regulation as to Embankment for carrying new Turnpike Road near Westbourne Turnpike Gate.

XXX. And be it enacted, That the Embankment upon which the proposed new Turnpike Road at or near the said *Westbourne* Turnpike Gate is to be carried shall be made in manner following; that is to say, the Surface or Top of the said Embankment shall be everywhere of the level Width of Sixty-five Feet at the least, and the said Embankment shall slope or incline from the Level of the Surface or Top thereof to the Lands or Grounds adjoining the same, except at such Parts where the Sides shall be secured by good and sufficient retaining Walls or other Buildings; and such Slopes of the said Embankment shall commence on each Side of the said new Road to be formed thereon at a Distance of Thirty-two Feet Six Inches at least from the Centre of such Road, and shall be continued in an uniform and straight Line of Surface down to the said adjoining Lands or Grounds, and shall not slope or incline more than One Foot perpendicular in every Three Feet horizontal; and that in forming the said Embankment the Mould of the Land or Ground over which the same is to be made shall be preserved, and after the said Embankment is formed shall be laid to an uniform Depth upon the Surface of the said Slopes, so as not to alter the Inclination thereof; and that the whole of the said Slopes shall be covered over with Grass Sods of the Thickness of Four Inches at the least, and that the said Embankment and Slopes shall be formed and for ever thereafter be maintained by and at the Expence of the said Company; and all Falls, Slips, or Subsidiings of the said Embankments and Slopes shall at all Times thereafter be repaired and made good, and the said Embankment and Slopes from Time to Time restored to the Form, State, and Condition in which they are herein-before required to be made, by and at the Expence of the said Company.

Providing for Formation of new Road.

XXXI. And be it further enacted, That the said new Road shall be formed on the Surface or Top of the said Embankment, and shall be of the Breadth of Forty Feet at the least along the whole Length thereof; and that Two Footpaths shall be formed, One on each Side of the said new Road, and each Footpath shall be of the Breadth of Ten Feet at the least; and that the said Road and Footpaths shall be formed by and at the Expence of the said Company of such Materials, and of such Quantity and Quality of each Material, and in such Manner in all respects as shall be from Time to Time directed or required in Writing by the General Surveyor for the Time being of the said Metropolis Turnpike Roads.

XXXII. And



XXXII. And be it enacted, That the said Company shall at their own Expence set up, erect, and paint, and also plant along each Side of the said new Road for the whole Length thereof, such sufficient Railing and Fence as shall be required by the said General Surveyor at a Distance on each Side of at least Thirty Feet from the Centre of the said new Road, and at the outer Edge of the Footpaths herein-before mentioned, and so as to leave at least Two Feet Six Inches between each such Railing and Fence and the outer Edge of the said Embankment; and shall also at their own Expence make and form all such Carriageways, Steps, and Footpaths, and set up, erect, and paint all such Gates, Doorways, Stiles, and Posts, and make and do all such other Works, Matters, and Things as shall in consequence of the said Embankment and Road be rendered necessary to Parties interested in any adjacent Lands, or shall be required in Writing by the said General Surveyor; and also shall and will from Time to Time and at all Times hereafter at their own Expence repair, maintain, and paint all the said Railings, Fences, Gates, Doorways, Stiles, and Posts, and repair and maintain all the said Carriageways, Steps, and Footpaths, and other Works, Matters, and Things as aforesaid.

Rails and Fences on the Sides of new Road to be formed and maintained by the Company.

XXXIII. And be it enacted, That the said Company shall at their own Expence erect and build on or at the Side of the said new Road a Toll House of such Materials and in all respects according to such Plans and Designs, and in such Place as shall be specified in Writing or by Drawings, and required or approved of by the said General Surveyor, and shall also set up and erect such and so many Turnpike Gates and Bars, and shall sink such and so many Wells for raising Water, and shall set up such and so many Pumps, and shall make and lay down such and so many Drains, Gratings, and paved Water Channels in such Places respectively on or at the Side of the said new Road, and make and do all such other Works, Matters, and Things necessary or usual for the Purposes of Turnpike Roads as may be rendered necessary by the proposed Diversion and Alterations in the Level of the said Road, and as may be required in Writing by the said General Surveyor.

Company erect a new Toll House, &c.

XXXIV. And be it enacted, That no Part of the said present Road at or near the said *Westbourne* Turnpike Gate, lying between the Points of Deviation herein-before mentioned, shall be disturbed or broken up, and that no Interruption, Impediment, or Obstruction whatever to the free Passageway and Thoroughfare of the Public over the same shall be made or caused, until the said General Surveyor shall have certified in Writing that the said new Road, and all other Works, Matters, and Things to be made and done by the said Company in relation thereto as herein-before mentioned, have been in all respects completed and finished, so far as the same can be completed at the Points of Junction with the present Road until the Diversion of the same shall have been effected.

Present Road not to be broken up until new Road made.

XXXV. And be it enacted, That at all Times hereafter, whenever there shall be any Fall, Slip, or Subsiding of the said Embankment or Slopes, or any Part or Parts thereof respectively, or whenever it shall in the Judgment of the General Surveyor of the said Metropolis

Company to maintain Embankment for carrying new Road.

Turnpike



Turnpike Roads for the Time being be necessary to repair or paint the said Railings, Fences, Gates, Doorways, Stiles, and Posts, or to repair the said Carriageways, Steps, and Footpaths by the Side of the said new Road, or on the said Embankment or Slopes, or any of them respectively, the said Company shall at all Times, at their own Expence, and to the Satisfaction of the said General Surveyor, repair, make good, and restore in the Manner herein-before mentioned the said Embankment and Slopes, and do all such Repairs and Painting as shall be required by the said General Surveyor within Forty-eight Hours after Notice in Writing from the said General Surveyor shall have been given to the Secretary of the said Company, or left at his Office or at any Office of the said Company; and that at all Times hereafter whenever the said Company shall neglect to repair, make good, and restore as aforesaid the said Embankment and Slopes, or to do the Repairs and Painting aforesaid, or shall not do the same respectively to the Satisfaction of the said General Surveyor within Forty-eight Hours after such Notice being given or left as aforesaid, it shall be lawful for the said General Surveyor to cause the said Embankment and Slopes to be repaired, made good, and restored as aforesaid, and such Repairs and Painting to be done, and all Costs and Expences of such Repairs, making good, and Restoration, and of such Repairs and Painting respectively, shall be paid by the said Company on Demand thereof made of their Secretary, or in default of Payment for Twenty-one Days after such Demand may be recovered by the Commissioners of the said Metropolis Turnpike Roads, or their chief Clerk for the Time being, from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

As to Right  
of adjoining  
Land Owners  
over Slopes  
of new Road.

XXXVI. Provided always, and be it further enacted, That nothing in this Act contained shall prevent or hinder the respective Owners of the Lands adjoining to the said proposed new Turnpike Road from substituting at any Time or Times hereafter, under the Inspection and to the Approbation of the General Surveyor for the Time being of the said Metropolis Turnpike Roads, sufficient retaining Walls or Buildings in the Place of the Embankments and Slopes on the outer Edge of the Footpaths of the said Road, and upon Completion of such retaining Walls or Buildings to such Approbation as aforesaid from removing the Railings and Fences at the outer Edge of the said Footpaths, if the same shall become unnecessary by reason of such Buildings, and thereafter from having Access to the said proposed new Road from any Buildings to be erected contiguous to the same, or, until the said Buildings or retaining Walls shall be made, from using or cultivating the said Embankments and Slopes on the outer Sides of the said Railings, doing no Injury thereby to the said proposed new Road, or the Fences, Railings, Embankments, or Slopes thereof, and that nothing herein contained shall be construed to extend to divest the said Proprietors of the Ownership of the Ground on the outer Sides of the said Railways or Fences.

Company to  
pay the in-  
creased Cost  
of repairing

XXXVII. And whereas the Expence of maintaining and repairing the said new Road will be for several Years greater than the Expence of repairing the present good and solid Road; be it further enacted,



That the said Company shall for Three Years from the Time when the said General Surveyor shall certify in manner herein-before mentioned that the said new Road has been completed and finished, yearly and for each Year pay to the said Commissioners of the Metropolis Turnpike Roads or to their chief Clerk such Sum of Money as the said General Surveyor shall estimate to be the additional Expence of repairing and maintaining the said new Road in each of the said Three Years respectively, upon Demand thereof as aforesaid, and that in default of Payment of such Sum of Money for each or any of such Three Years respectively for Twenty-one Days after such Demand the same may be recovered by the said Commissioners in manner herein-before mentioned.

new Road for  
Three Years  
after its For-  
mation.

XXXVIII. And be it further enacted, That it shall be lawful for the said Company, by and with the Consent in Writing of any Two or more Justices of the Peace acting for the District where the same shall be situate, to stop up, use, inclose, and alter such Roads, Streets, Footpaths, Squares, Courts, Alleys, Yards, Ways, Passages, and other Places, or so much and such Parts thereof as may be required for the Purposes of this Act, or which may in consequence of the Works hereby authorized become useless, or lead only to Lands or Buildings which may be conveniently approached by some other Road, Street, Footpath, Court, Alley, Way, Passage, or Place; and the Ground or Soil of such Roads, Streets, Footpaths, Squares, Courts, Alleys, Yards, Ways, Passages, and Places, or such Parts of the same as shall be so stopped up, shall be and are hereby vested in the said Company for the Purposes of this Act where the same shall be required for the Purposes thereof, or otherwise shall become the Property of the Owners of the Lands adjoining on each Side of the said Roads, Streets, Footpaths, Squares, Courts, Alleys, Yards, Ways, Passages, and other Places so to be stopped up, in equal Moieties: Provided always, that any Decision of Justices in respect to the stopping up of any Roads, Streets, Footpaths, Squares, Courts, Alleys, Yards, Ways, Passages, and other Places shall be subject to Appeal in like Manner as other Decisions of Justices are rendered subject to Appeal under the Provisions of the said recited Act of the Fifth and Sixth *William* the Fourth: Provided also, that no such Power shall extend to interfere with or stop any Road which may be under the Control or Management of the Commissioners of the Metropolis Roads without the Consent in Writing of the Surveyor General of the said Roads for the Time being.

Power to stop  
up useless  
Roads.

XXXIX. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company to purchase or take any of that Part of the Land of *Wormwood Scrubs* in the Parish of *Hammersmith*, lying to the South of a certain Line drawn upon a Plan which has been signed by Lieutenant General Sir *Willoughby Gordon* Baronet, G. C. B., Quartermaster General of Her Majesty's Forces, and by *Isambard Kingdom Brunel* Esquire, the Engineer for the said Great Western Railway Company, or to construct thereon the said Railway or any of the Works connected therewith, without the Consent in Writing of the Quartermaster General for the Time being.

Proviso as to  
*Wormwood*  
*Scrubs*.



Houses, Gardens, &c. not to be used without Consent unless mentioned in Schedule.

XL. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company or any other Person acting under their Authority to take, injure, or damage for the Purposes of this Act any House or other Building which was erected on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-six, or any Ground which was then set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any Ground then inclosed and planted as an Ornament or Shelter to a House or as a Nursery for Trees, other than 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 or Inadvertence, and unless it shall be certified in the Manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

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

XLI. And whereas the said Company will incur a great additional Expence in extending the said Railway to *Paddington* as herein-before authorized; be it therefore 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 extended Line of Railway or any Part thereof, in lieu of the Rates or Tolls authorized to be demanded by the said first-recited Act, any Rates or Tolls not exceeding the following; (that is to say,)

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, the Sum of Sixpence *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, the Sum of Nine-pence *per Ton* :

For all Sugar, Grain, Corn, Flour, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, the Sum of One Shilling *per Ton* :

For all Cotton and other Wools, Hides, Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, or Things, the Sum of One Shilling and Sixpence *per Ton*.

Tolls allowed to be taken on Carriages conveying Passengers or Cattle upon the Railway.

XLII. 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 extended Line of Railway or any Part thereof, in lieu of the Tolls authorized to be demanded by the said first-recited Act, any Tolls not exceeding the following; (that is to say,)

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

For



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, the Sum of Nine-pence :

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, the Sum of Sixpence :

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, the Sum of Two Shillings :

For every Article, Matter, or Thing, being less than a Ton and exceeding One Hundred 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.

XLIII. 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 or Waggons drawn or propelled thereby to convey upon the said extended Line of 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 extended Line of Railway as Carriers, to charge for the Conveyance of any Passenger upon the said extended Railway any greater Sum than the Sum of Two Shillings for any Distance thereon, including the Toll or Rate herein-before granted.

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

XLIV. And be it further enacted, That it shall be lawful for the said Company from Time to Time and at all Times hereafter to demand, receive, and recover a reasonable Charge for the loading and unloading or weighing any Articles, Matters, or Things which they may be required to load, unload, or weigh, and also to demand, receive, and recover for the Wharfage or warehousing or the Standing-room of all Articles, Matters, and Things loaded, landed, or placed in or upon any of the Wharfs, Landing Places, Stations, or Warehouses of the said Company the Rates, Tolls, or Duties following ; (that is to say,)

Rates to be paid to Company for Wharfage.

For every Ton of Coals, Culm, Lime, Limestone, and other Minerals, Timber, Stone, Clay, Bricks, Tiles, Slates, Goods, Merchandize, or other Things which shall be landed, loaded, or placed in or upon the said Wharfs, Landing Places, Stations, or Warehouses, or any of them, and shall continue thereupon or therein for a longer Space of Time than Three Hours and not exceeding Twenty-four Hours, any Sum not exceeding One Penny *per* Ton, and so in proportion for any less Quantity than a Ton ; and in case the said last-mentioned Articles or any of them shall be left and remain in and upon any of the Wharfs, Landing Places, Stations, or Warehouses



houses belonging to the said Company over and above or beyond the said Space of Twenty-four Hours, then the Owner or Owners of such Articles shall pay to the said Company the further Sum of Three-pence *per* Ton for the Wharfage or Standing-room, and One Shilling *per* Ton for the warehousing thereof, for the next or succeeding Week, and the like Sum of One Shilling respectively *per* Ton for every further or subsequent Week such Article shall remain upon or in the said Wharfs, Landing Places, Stations, or Warehouses after the Expiration of the said first-mentioned Week, and so after that Proportion for any greater or less Period than a Week; and it shall be lawful for the said Company to ask, demand, receive, and take for the Use of any Cranes erected or made in pursuance of or under the Authority of this Act, before the same shall be used, such Sum or Sums of Money as the said Company may from Time to Time order or direct, not exceeding for any Weight to be raised at One single Lift of the Crane being less than Two Tons the Sum of Sixpence *per* Ton, for any Weight to be raised at One single Lift of Two Tons and less than Three Tons the Sum of One Shilling *per* Ton, for any Weight to be raised at One single Lift of Three Tons and less than Four Tons the Sum of One Shilling and Sixpence *per* Ton, and so progressively advancing Sixpence *per* Ton on each additional Weight of One Ton to be raised at One single Lift of the Crane, and so in proportion.

Penalty on  
Owner of  
Goods not  
removing  
after Notice.

XLV. Provided always, and be it further enacted, That if the Owner or Owners of any Chattels, Goods, Commodities, Wares, Merchandize, Articles, Matters, or Things shall permit the same to remain in or upon the Wharfs or Warehouses belonging to the said Company beyond the Space of Fourteen Days, and shall neglect or refuse to remove the same and every Part thereof after Twenty-four Hours Notice to do so, such Owner or Owners shall forfeit and pay to the said Company for each and every Day any such Chattels, Goods, Commodities, Wares, Merchandize, Articles, Matters, or Things shall be permitted to remain after the Expiration of such Notice any Sum not exceeding Two Shillings and Sixpence *per* Ton.

Regulations  
of 14 G. 3.  
c. 78. not to  
extend to  
Buildings  
erected by  
the Great  
Western  
Railway  
Company.

XLVI. And be it further enacted, That the several Rules and Regulations contained in a certain Act passed in the Fourteenth Year of the Reign of His Majesty King George the Third, intituled *An Act for the further and better Regulation of Buildings and Party Walls, and for the more effectually preventing Mischief by Fire within the Cities of London and Westminster and the Liberties thereof, and other the Parishes, Precincts, and Places within the Weekly Bills of Mortality, the Parishes of Saint Marylebone, Paddington, Saint Pancras, and Saint Luke's at Chelsea in the County of Middlesex, and for indemnifying, under certain Conditions, Builders and other Persons against the Penalties to which they are or may be liable for erecting Buildings within the Limits aforesaid contrary to Law*, shall not extend or be construed to extend to any Buildings which may be erected by the said Company for the Purposes of the said Railway by virtue of the said recited Acts or either of them or of this Act: Provided always, that no such Exemption shall apply to any Dwelling House



House which shall or may be erected on the Land which may be held by the said Company.

XLVII. And whereas for the Purposes of this Act it is intended and has been agreed to alter and divert the Course of certain Roads in the Parish of *Acton*, and it is expedient that the said Company should have Power to appropriate for the Purposes of the said Railway so much of the Soil of the said Roads so to be diverted and of the Waste Lands adjoining between the Fences on either Side thereof as may lie in the Line of and to the South of the said Railway, and be rendered useless by reason of the said Diversion, upon making such Compensation to the Parties interested therein as may be agreed on respecting the same, and that the Roads to be substituted for the said Roads so to be diverted should be of equal Width and with an equal Quantity of Waste Lands adjoining the same as the said Roads so to be diverted and the Waste Lands adjoining thereto as aforesaid; be it therefore enacted, That the said Company shall and they are hereby required, before they take possession of any Part of the Roads so intended to be diverted, to set out another good and sufficient Road or other good and sufficient Roads of equal Width therewith, and according to Plans thereof agreed on between the said Company and the Parishioners of the said Parish, and deposited with the Vestry Clerk of the said Parish, signed by the Rector thereof and the Engineer of the said Company, and shall purchase and set out a Space of Land of equal Extent with the Waste Land on the Sides of one of the said Roads so to be diverted, being to the South of the said Railway and lying between the Fences thereof, and the said new Road or Roads and the Lands so to be set out shall be thenceforth subject to the same Rights and Customs as the Roads so to be diverted and the Waste Land on either Side thereof as aforesaid are now or were subject to before the same were diverted; and when and so soon as the said substituted Road or Roads shall have been made, and such Waste Land as aforesaid set out and appropriated as aforesaid, the said Company shall be entitled to the Soil of the said original Roads and the Waste Lands on either Side thereof as aforesaid, being in the Line of and to the South of the said Railway, and shall and may hold the same for the Purposes of this Act freed from all Rights or Privileges affecting the same; and the said Company shall and they are hereby required to make and maintain a Bridge with proper Approaches thereto over the Railway so to be made as aforesaid, and leading from *Acton* towards *Lower Place* and also to *East Acton* in the said Parish of *Acton*, of such Dimensions and at such Spot as is defined on the said Plan before referred to as deposited with the Vestry Clerk of the said Parish of *Acton*, and signed by the Rector of the said Parish and the Engineer of the said Company, also to make and maintain another Bridge over the Railway for the Road leading to *Friars Place* in the said Parish, and Two other Occupation Bridges on the Land called *Old Oak Common*, in the said Parish, for the Accommodation of the Owners and Occupiers of the Lands on either Side of the said Railway, all of such Bridges being made according to the said Plans so deposited as aforesaid with the Vestry Clerk of the said Parish of *Acton*.

As to Roads  
and Bridges  
in Acton.



Provision contained in 6 W. 4. authorizing Persons in Possession of Lands to sell the same, &c. repealed.

XLVIII. And whereas by the said recited Act of the Sixth Year of the Reign of His late Majesty *William* the Fourth it is enacted, that the Person or Corporation for the Time being in the Possession or in the Receipt of the Rents and Profits of any Lands should for the Purposes of that and the said first-recited Act be enabled to contract for, sell, and convey the same to the said Company, and to agree for the Amount of any Compensation for any Damage, Loss, or Inconvenience to be sustained by reason of the Execution of that or the said first-recited Act, and that every Contract, Sale, Conveyance, or Agreement thereafter made with or to the said Company by any such Person or Corporation should be valid and effectual; and that in every Case in which the Amount of the Price of any Lands or of any Compensation should 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 to the Credit of the Parties interested in the said Lands in manner provided by the said last-recited Act, such Payment, and every Contract or Agreement in pursuance whereof it was made, should be good to all Intents and Purposes, and the said Company should not be bound to see to the Application thereof, provided that such Agreement were made *bonâ fide*, and without any Fraud or Collusion between the said Company and the Party contracting; be it enacted, That the said recited Provision shall be and the same is hereby repealed; and the said recited Acts shall be deemed, construed, and taken, and all Contracts, Sales, Conveyances and Agreements, and Payments of Purchase and Compensation Money under and by virtue of the said recited Acts or either of them, after the passing of this Act, shall have such and the same Effect as if the said recited Provision had not formed Part of or been inserted in the said last-recited Act.

For defraying the Expences of this Act.

XLIX. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and of making the Survey, Plans, and Estimates, and all other Costs, Charges, and Expences in any way incident thereto, shall be paid and defrayed by the said Company out of the Money already raised and received or out of the first Money to be raised or received by virtue of the said first-recited Act in preference to any other Payment whatsoever.

Saving the Powers of the Commissioners of Sewers for Westminster.

L. Provided always, and be it further declared and enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the 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.

Public Act.

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

The



The SCHEDULE to which the foregoing Act refers.

COUNTY OF MIDDLESEX.

*Parish of Acton.*

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
House, Outbuildings, Yard, Gardens, and Premises.	Misses Tubbs - - -	- - -	John Whippey.
Two Cottages and Gardens.	Ditto - - -	- - -	James Massey.
Planted Walk or Carriage Road.	Major Handy Church - - -	- - -	In hand.

*Parish of Hammersmith.*

House, Outbuildings, Yard, Garden, and Paddock.	Trustees of Mr. and Mrs. Grinfield.	Robert Dickson - - -	Thomas Ireland
Paddock - - -	Ditto - - -	Ditto - - -	Ditto.

*Parish of Paddington.*

Garden - - -	R. A. Busby - - -	John Cockerell - - -	Lord Hill.
House, Outbuildings, Grounds, and Paddock.	John Cockerell - - -	- - -	Ditto.
Paddock - - -	Parishioners - - -	John Cockerell - - -	Ditto.
Meadow, Yard, and Shed	Bishop of London and the Trustees of the Paddington Estate.	- - -	James Darke.
House, Outbuildings, Paddock, and Grounds.	John Cockerell - - -	- - -	John Cockerell.
Public House, Stables, Sheds, and Garden.	John Scales - - -	- - -	Edward Minton.
Garden and Sheds - - -	Bishop of London and the Trustees of the Paddington Estate.	- - -	Ditto.
Cottage - - -	John Scales - - -	Edward Minton - - -	John Hall.
Ditto - - -	Ditto - - -	Ditto - - -	Mrs. Taylor and Mrs. Myers.
Sheds and Yards - - -	Ditto - - -	- - -	Edward Minton.
Cottage and Garden - - -	Bishop of London and Trustees of the Paddington Estate.	E. Keene - - -	Element Keene and J. Morris.



Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
Cottage and Garden	Bishop of London and Trustees of the Paddington Estate.	Richard Middleton	Richard Middleton and Thomas Hobson.
Ditto	Ditto	H. Miles	H. Miles.
Brick Ground	Ditto	-	George Stapleton.
Private Road	Ditto.	-	-
Wharf and Stabling	Grand Junction Canal Company.	-	In hand.
House, Timber-yard, and Wharf.	Ditto	Thomas France	Thomas France.
Cottage, Shed, and Brick Ground.	Grand Junction Canal Company.	-	George Stapleton.
Wooden Foot-bridge and Road and Bishop's Foot-path.	Ditto, or Surveyor of Highways.	-	-

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