ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. cxxxvii.

An Act to enable the *Caledonian* Railway Company to make a Branch Railway from their *Granton* Branch to *Leith*, with a connecting Branch therefrom; and for other Purposes.

[7th *July* 1862.]

8 & 9 Vict. c. clxii. 20 & 21 Vict. c. cxxiii.

WHEREAS by "The *Caledonian* Railway Act, 1845," the *Caledonian* Railway Company were incorporated: And whereas by "The *Caledonian* Railway (*Granton* Branches) Act, 1857," the said Company were authorized to construct a Branch Railway from their Railway near *Edinburgh* to the Pier and Harbour at *Granton*: And whereas it would be attended with Advantage and Convenience to the Public and to the *Caledonian* Railway Company if the said Company were authorized to form a Branch Railway from the said *Granton* Branch to the Town and Docks and Harbour of *Leith*, with a connecting Branch therefrom to the said *Granton* Branch, and to enter into Arrangements with the *Leith* Dock Commissioners and the Proprietor of *Granton* Harbour in respect to the Interchange of Traffic between their respective Undertakings, and other Matters connected therewith: But these Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of

the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Caledonian* Railway (*Leith* Branches) Act, 1862."

"The Company."

2. In this Act the Expression "the Company" shall mean the *Caledonian* Railway Company.

8 & 9 Vict. cc. 19. and 33. and 23 & 24 Vict. c. 106. incorporated.

3. "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation (*Scotland*) Act, 1845," shall be incorporated with this Act.

Power to execute Works and acquire Lands.

4. Whereas Plans and Sections showing the Lines and Levels of the Branch Railways herein-after mentioned and the Lands to be taken for the Purposes thereof, and Books of Reference to the said Plans, have been deposited for public Inspection in the Office at *Edinburgh* of the principal Sheriff Clerk of the County of *Midlothian*: It shall be lawful for the Company, with the Powers of Deviation and other Powers and subject to the Provisions contained in this Act and in the Acts incorporated herewith, to make and maintain, in the Lines and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections, the Branch Railways herein-after described, and all proper Works and Conveniences in connexion therewith respectively, and to enter upon, take, and use such of the said Lands as they may find necessary for the said Purposes.

Description of Branch Railways.

5. The Branch Railways by this Act authorized to be constructed shall be,

First, a Branch Railway (herein-after called the "*Leith* Branch"), commencing by a Junction with the *Granton* Branch of the *Caledonian* Railway at or near a Point in the Parish of *Cramond* about One Furlong Eastward from the Farm Steading of *Easter Drylaw*, and terminating at or near a Point in the Parish of *North Leith*, about Three Chains Eastward from the South-west Corner of that Portion of the Western Wet Dock of the Harbour of *Leith* which is called the *Queen's Dock*; and

Secondly, a Branch Railway (herein-after called the "*Pilton* Junction"), commencing by a Junction with the *Leith* Branch at or near a Point in the Parish of *Cramond* about Half a Furlong Southward from the Farm Steading of *East Pilton*, and terminating by a Junction with the said *Granton* Branch Railway, at or near a Point in the Parish of *Cramond* about Two Furlongs South-eastward from the Farmhouse of *Granton Mains*.

6. Nothing

Restricting Interference with Lands and Works of Edinburgh, Perth, and Dundee Company.

6. Nothing in this Act contained shall enable the Company to take or enter upon any of the Lands belonging to the *Edinburgh, Perth, and Dundee* Railway Company, or to alter or interfere with the Railway belonging to them, or any of the Works thereof, further or otherwise than is necessary for the Construction of the Railways hereby authorized, in the Manner hereby provided, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *Edinburgh, Perth, and Dundee* Railway Company.

Saving Rights of Edinburgh, Perth, and Dundee Company.

7. Nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Edinburgh, Perth, and Dundee* Railway Company otherwise than is herein specially provided.

Rails may be laid on Level of Quays.

8. It shall be lawful for the Company to carry the *Leith* Branch, by not more than Two Lines of Railway, upon the Level of the Wharf or Quays numbered on the Plans deposited as aforesaid 189 in the Parish of *North Leith*.

Locomotive Engines, &c. not to be used on Quays.

9. Provided always, That it shall not be lawful for the Company, or for any other Company or Person, to use or permit to come upon the Rails laid on the said Wharf or Quays any Locomotive Engine or Carriage propelled by Steam or by atmospheric Agency, or drawn by any Rope in connexion with a stationary Steam Engine; and that the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the said Rails as may from Time to Time be made by the Board of Trade; and if the Company shall fail to observe or abide by any such Rules or Regulations as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Confirming Agreement with Leith Dock Commissioners.

10. And whereas the *Leith* Branch is intended to pass through and terminate upon certain Lands belonging to the Commissioners for the Harbour and Docks of *Leith*, and a certain Agreement in reference thereto has been entered into between the Company and the said Commissioners, bearing Date the Nineteenth and Twenty-fourth Days of *April* One thousand eight hundred and sixty-two: Be it enacted, That the said Agreement shall be and the same is hereby declared binding on the Parties thereto.

For Protection of Road to Granton Harbour.

11. The Company shall not, in the Exercise of the Powers conferred by this Act, be entitled, except for temporary Purposes, to alter the present Level or Line of the Road numbered 27 in the Parish of *Saint Cuthbert's* on the Plans deposited as aforesaid, or to diminish the Width either of the Carriageway or of the Footpaths of said Road.

12. Not-

Power to make certain Bridges of specified Dimensions.

12. Notwithstanding anything in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," contained to the contrary, the Company may make the Arches of the Bridges for carrying the *Leith* Branch over the Turnpike Roads and Railway numbered as follows on the said deposited Plans of such Dimensions as they may think fit, not being less than those herein-after set forth; (that is to say,)

No. on Plan.	Parish.	Description.	Height.	Span.
			Feet.	Feet.
5	Cramond - -	Turnpike Road -	15	30
9	Cramond - -	Turnpike Road -	15	30
66	St. Cuthbert's -	Edinburgh, Perth, and Dundee Railway.	14	28

And the Company may make the Bridge for carrying the Turnpike Road numbered on the said deposited Plans 27, in the Parish of *Cramond*, over the *Pilton* Junction, of such Dimensions as they may think fit, provided the Road over the Bridge have a clear Space between the Fences thereof of Thirty Feet.

Power to alter Engineering Works.

13. Notwithstanding anything in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," contained, the Company, in the Construction of the Branch Railways by this Act authorized to be made, may deviate from the Line and Levels of any Arch or Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered; and they may also substitute any other Engineering Work not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch or Arches as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation (*Scotland*) Act, 1845."

Saving Rights of Her Majesty's Principal Secretary of State for War.

14. And whereas it is necessary that the Fortifications and Works belonging to Her Majesty and under the Charge of Her Majesty's Principal Secretary of State for the War Department, should be preserved intact and free from all Obstruction: Be it therefore enacted, That, except in so far as necessary for the Construction of a double Line

of

of Railway, nothing in this Act contained shall authorize the Company to enter upon, use, or interfere with any Lands, Soil, or Water, or any Right in respect thereof, or to take away, lessen, prejudice, or alter any of the Rights, Privileges, or Powers vested in or exercised by the said Principal Secretary for the Time being without his previous Consent, signified in Writing under his Hand, and which Consent the said Principal Secretary for the Time being is hereby authorized to give, subject to such special or other Conditions as he shall see fit to impose on the Company; and that the Company, in the Construction of the Line, shall not, without Consent as aforesaid, alter the centre Line so as to come nearer to the *Leith* Fort than the Black continuous Line marked on the said deposited Plans, and that the Level of the Line opposite to *Leith* Fort, as shown upon the said deposited Sections, shall not be altered without Consent as aforesaid.

Railway where carried along Foreshore not to deviate without Consent of Admiralty.

15. Where the Railway is carried along the Foreshore at *North Leith*, the centre Line thereof shall not deviate from the Black continuous centre Line of Way marked on the Plan deposited at the Admiralty without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only in such Manner as may be mentioned in any such Consent.

Admiralty may abate any such Deviation made without such Consent at Cost of Company.

16. If any Deviation which requires the previous Consent of the said Lord High Admiral or the said Commissioners be made without such Consent, it shall be lawful for the said Lord High Admiral or the said Commissioners to abate every such Deviation or any Part thereof, and the Cost of every such Abatement shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Company to make other Landing Places in lieu of those cut off by Railway when required by Admiralty.

17. All existing Landing Places at *North Leith*, interfered with or cut off by the Railway, shall be compensated for by the Company making at their Expense such other Landing Places in lieu thereof in such Manner as the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, shall at any Time or Times require, such Requirement to be signified in Writing under the Hand of the Secretary of the Admiralty.

Company to make and maintain Accesses across Rail-

18. Where the Railway cuts off or will cut off Access between the Land and any existing Landing Places at *North Leith*, the Company shall, during the Formation of the Line of Railway, and from Time to Time thereafter, make and for ever maintain and allow to be used by all

way when required by Admiralty.

Persons and at all Times, free of Toll or other Charge, all such Footways and Carriageways over, under, or across the Railway or on a Level therewith, as the said Lord High Admiral or the said Commissioners shall at any Time or from Time to Time require, such Requirement to be signified in Writing under the Hand of the Secretary of the Admiralty: Provided always, that the Company shall not be required to make such Footways or Carriageways in such a Manner as would prevent or obstruct the working or using of the Railway, nor to make any such Footways or Carriageways over any Lands for the Use of Owners and Occupiers who shall have agreed to receive and shall have been paid Compensation for the Severance of such Lands from the Shore: Provided also, that the Expense of making and maintaining such Footways or Carriageways shall be defrayed by the Body or Persons interested in the Shore, for whose Benefit or Convenience such Crossing shall be required; and if any such Carriageway be made across the Railway on the Level, then the Manner of making and watching such level Crossing shall be subject to the Approval of the Board of Trade, and all Expenses attending the watching of such level Crossing shall in like manner be paid by the Body or Persons interested in the Shore for whose Benefit or Convenience such level Crossing shall have been made.

Admiralty may order local Survey at Company's Expense.

19. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and, if not paid upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters abandoned may be removed by Admiralty at Company's Expense.

20. If any Work to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition at the Cost and Charge of the Company; and the Amount thereof shall be a Debt due from the Company to the Crown, and, if not paid upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

21. In

Lands for extraordinary Purposes.

21. In addition to the Lands herein-before authorized to be taken by the Company, it shall be lawful for the Company to purchase by Agreement, in connexion with the Works by this Act authorized to be made, any Quantity of Land near or adjoining to the said Works, not exceeding Two Acres, for the extraordinary Purposes specified in "The Railways Clauses Consolidation (*Scotland*) Act, 1845."

Powers for compulsory Purchases limited.

22. The Powers for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Limiting Time for Completion of Works.

23. The Branch Railways by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for making the said Branch Railways shall cease, except as to so much thereof as shall then be completed: Provided always, that if the said Branch Railways shall not be completed and opened for public Traffic within the said Period of Five Years, the Payment of any Dividend on the ordinary Capital of the Company shall after the Expiration of that Period be suspended until the said Branch Railways shall be so completed and opened.

Tolls.

24. It shall be lawful for the Company, subject to the Conditions, Limitations, and Provisions contained in the first-recited Act, to demand and recover, for the Use of the Branch Railways hereby authorized, and the Conveyance of Traffic thereon, the same Tolls, Rates, and Charges which the Company are authorized by that Act to demand and recover for the Use of the Railways thereby authorized, and the Conveyance of Traffic thereon, as if the said Branch Railways had been original Parts of the *Caledonian* Railway, and had been constructed under the Powers of the said Act.

Power to raise Money by Creation of Shares.

25. It shall be lawful for the Company, with the Consent of Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at any Extraordinary Meeting to be convened for the Purpose, from Time to Time to raise, in addition to the Sums which they are or may be authorized to raise by any other Act of Parliament, any further Sums of Money not exceeding in the whole the Sum of One hundred and Fifty thousand Pounds, by the Creation and Issue of new Shares or Stock, bearing, if the Company shall at such Meeting so resolve, a preferential Dividend of such Amount as the Company may then appoint, not exceeding Five Pounds *per Centum per Annum*, which Sum shall be applied only to the Objects and Purposes by this Act authorized, and shall be raised, subject to the like Conditions and Restrictions as to the maximum

Amount

Amount of each Call and the Interval between the successive Calls, as are prescribed by the first-recited Act in relation to the Capital thereby authorized to be raised; and the new Shares or Stock created by virtue of this Act shall become Part of the general Capital of the Company: Provided always, that any Priority of Dividend which may be granted in respect of such new Shares or Stock in pursuance hereof shall not prejudice or affect any Guarantee, Preference, or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been granted by the Company in pursuance of or which may have been created or confirmed by any previous Act of Parliament, or which may be otherwise lawfully subsisting.

Dividends on new Shares, how to be paid.

26. The said new Shares or Stock shall be entitled to the preferential Dividend (if any) which may have been appointed by the Company as aforesaid out of the Profits of each Year, commencing on the First Day of *February*, in Priority to the ordinary Shares in the Company; but if in any such Year there shall not be Profits available for the Payment of the full Amount of such preferential Dividend for that Year, the Deficiency, or any Part thereof, shall not be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Conditions of Preference Shares to be stated on Certificates thereof.

27. The Terms and Conditions to which any Preference Shares created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of every such Preference Share.

Power to borrow on Mortgage.

28. When and so soon as the said additional Capital of One hundred and fifty thousand Pounds shall have been subscribed for, and One Half thereof shall have been paid up, it shall be lawful for the Company from Time to Time to borrow on Mortgage, and, if paid off, again to borrow, any Sum or Sums of Money not exceeding in the whole Forty-nine thousand nine hundred and fifty Pounds, in addition to the Amount which they are or may be authorized to borrow by any other Act of Parliament: Provided always, that no Part of such Sums shall be borrowed until the Company shall have proved to the Sheriff, who is to certify under the Provisions contained in the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," that the whole of such additional Capital has been subscribed for *bonâ fide*, and is held by the Subscribers or their Executors, Administrators, or Assignees, and for which such Subscribers or their Executors, Administrators, or Assignees are legally liable: Provided also, that the Sums so to be borrowed under the Powers of this Act shall be applied only to the Objects and Purposes by this Act authorized: Provided further, that all Mortgages, Bonds, and Debenture Stock, for which or for the Interest whereof the

the Company are lawfully liable, and which shall be in force at the Time of the passing of this Act, shall, during their Subsistence, have Priority over any Mortgage to be granted by the Company under the Powers of this Act.

Parts of 8 & 9 Vict. c. 17. incorporated.

29. Subject to the Provisions of this Act, the Clauses and Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, and with respect to the Transfer or Transmission of Shares, and with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, and with respect to the Forfeiture of Shares for Non-payment of Calls, and with respect to the borrowing of Money by the Company on Mortgage or Bond, and with respect to the Conversion of the borrowed Money into Capital, and with respect to the Consolidation of the Shares into Stock, and with respect to the General Meetings of the Company and the Exercise of the Right of voting by the Shareholders, shall be incorporated with this Act: Provided always, that each Holder of new Shares or Stock in the Capital by this Act authorized to be raised shall be entitled to the same Number of Votes in respect thereof which the Possession of an equal nominal Amount of the Capital authorized by the first-recited Act would have conferred upon him.

Power to enter into Traffic Arrangements with Leith Dock Commissioners and Duke of Buccleuch.

30. It shall be lawful for the Company and the Commissioners for the Harbour and Docks of *Leith* and his Grace the Duke of *Buccleuch* and *Queensberry* or his Successors, as Proprietors of the Harbour and Pier of *Granton* and Works connected therewith, or for the Company and either of the Two last-mentioned Parties, from Time to Time to enter into Arrangements and Contracts with each other in respect to the Use of their respective Undertakings or any Parts thereof, the Interchange, forwarding, working, and conducting of Traffic between, over, upon, and within such Undertakings or Parts thereof, the fixing, levying, and Apportionment of Tolls, Rates, Duties, and Charges in respect of such Traffic, and other Matters connected therewith.

Contracts to be for a Term not exceeding Ten Years, and to be approved by the Board of Trade.

31. No such Contract shall be for more than Ten Years, or shall have any Operation until the same shall have been approved of by the Board of Trade, or shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, Duties, or Charges which the contracting Parties shall for the Time being be respectively authorized and entitled to demand and receive from any other Company or Person, but all other Companies and Persons shall, notwithstanding any such Contract, be entitled to the Use and Benefit of the Railways, Harbours, Docks, Piers, or other Works to which the said Contract may relate, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, Duties, and Charges as they would have been in case no

such Contract had been entered into: Provided always, that the said Board shall not approve such Contract without being satisfied that the same has been duly assented to by the Shareholders of the Company in Special Meeting assembled for that Purpose.

Contracts may be renewed with the Approval of the Board of Trade.

32. At the Expiration of any such Contract the contracting Parties, with the Consent in Special Meeting of the Shareholders of the Company and subject to the Approval of the Board of Trade, may enter into a further Contract for the same or any of the same Purposes: Provided always, that before such Parties shall enter into any such further Contract as aforesaid they shall give Notice of their Intention to enter into such Contract by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Three successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railways or other Works to which such proposed Contract relates is situated, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract and desiring to object thereto, may bring such Objections before the Board of Trade, and no such Contract shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

Contracts not to take effect unless approved by Three Fifths of the Shareholders.

33. None of the said Powers and Provisions with respect to any such Contract shall have any Operation or Effect unless and until such Contract shall have been submitted to and approved by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting or Meetings of the Company specially convened for that Purpose.

Meetings how to be convened.

34. Such Meetings shall be called by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *Edinburgh* and in some Newspaper of the County in which the principal Office of the Company is situate, or if there be no Newspaper published therein, then in a Newspaper of some County adjoining or near thereto, the last of which Advertisements shall be published not less than Seven Days before such respective Meetings, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Power to enter into Arrangements with the same

35. It shall also be lawful for the Company and the Commissioners for the Harbour and Docks of *Leith* and his Grace the Duke of *Buccleuch* and *Queensberry* or his Successors, as Proprietors of the Harbour and Pier of *Granton* and Works connected therewith, or for the

Parties as to Lands and Works.

the Company and either of the Two last-mentioned Parties, from Time to Time to enter into Arrangements and Contracts with each other in respect to the Acquisition of Lands and other Property for the Purposes of the Branch Railways by this Act authorized, and the Execution and Maintenance of Works and Conveniences for the Accommodation of Traffic using their respective Undertakings or any Parts thereof, and other Matters connected therewith.

Interest not to be paid on Calls paid up.

36. It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay to any Shareholder Interest or Dividend on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation (*Scotland*) Act, 1845."

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

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

Railways not exempt from Provisions of present and future General Acts.

38. Nothing herein contained shall be deemed or construed to exempt the Railways by this or the other Acts relating to the Company authorized to be made from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges and of the Rates for small Parcels authorized by this Act or the other Acts relating to the Company.

Saving Rights of the Crown.

39. Nothing contained in this Act shall authorize the Company to take, use, or in any Manner interfere with any Foreshore or other Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby

hereby respectively authorized to give); neither shall anything in this Act contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Expenses of Act.

40. All the Costs, Charges, and Expenses of applying for and obtaining this Act, and in any way preparatory or incidental thereto, shall be paid by the Company.

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