ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

****

Cap. cxci.

An Act for making a Railway from the *Great Western* Railway at *Southall* in the County of *Middlesex* to *Brentford* in the same County, with Docks at the last-mentioned Place; and for other Purposes. [14*th August* 1855.]

WHEREAS the making of a Railway from the *Great Western* Railway at or near *Southall* in the County of *Middlesex* to the Town of *Brentford* in the same County, with Docks in connexion therewith at the last-mentioned Place, would be of great public Advantage, by opening an additional, certain, and expeditious Means of Communication between the *Great Western* Railway and the several Places through which it passes and the River *Thames*, and would also be of great Advantage to the several Places through which the proposed Railway is intended to pass: And whereas the Persons herein-after named, with other Persons and Corporations, are willing, at their own Expense, to construct such Railway and Docks, with all necessary Works and Conveniences; but the same 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:

8 & 9 Vict. c. 16. 18. and 20. incorporated.

I. That the Provisions of the following Acts of Parliament, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," (except such Parts thereof as are expressly varied by this Act,) shall be incorporated with and form Part of this Act.

Short Title.

II. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Great Western and Brentford* Railway Act, 1855," and that in mentioning the Name of this Railway for any Purpose whatsoever it shall be sufficient to use the Expression "The *Great Western and Brentford* Railway."

Subscribers incorporated.

III. That Viscount *Villiers*, and *Thomas Bulkeley*, *Peter Davey*, *John Blake*, *Horatio Grosvenor Day*, and *Bernard Gilpin*, Esquires, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking hereby authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway and Docks herein-after described, with proper Works and Conveniences belonging thereto, according to the Provisions of the herein-before mentioned Acts and of this Act; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Great Western and Brentford* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have the Power to purchase and hold Lands for the Purposes of the said Undertaking, subject to the Restrictions herein and in the herein-before mentioned Acts contained.

Capital.

IV. And whereas the estimated Cost of constructing the Works by this Act authorized is Ninety thousand Pounds: Be it therefore enacted, That the Capital of the Company shall be Ninety thousand Pounds.

Number and Amount of Shares.

V. That the Number of Shares into which the Capital shall be divided shall be Nine thousand, and the Amount of each Share shall be Ten Pounds.

Calls.

VI. That Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company shall be authorized to make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls, and not more than Three Fourths of the Amount of a Share shall be called up in One Year on each Share.

VII. That

Interest or Dividend not to be paid on Calls.

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

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

VIII. It shall not be lawful for the Company, out of any Money by this Act 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.

Power to borrow on Mortgage.

IX. That it shall be lawful for the Company, at any Time or from Time to Time, to borrow on Mortgage or Bond any Sum or Sums of Money not exceeding in the whole the Sum of Thirty thousand Pounds: Provided always, that no Part of the said Sum of Thirty thousand Pounds shall be borrowed until the Sum of Ninety thousand Pounds shall have been subscribed for and One Half thereof paid up.

Application of Monies raised.

X. That all Monies raised by the Company under the Powers of this Act shall be applied for the Purposes of this Act, and for no other Purpose whatsoever.

Arrears may be enforced by the Appointment of a Receiver.

XI. That it shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; but in order to authorize the Appointment of such Receiver, in the event of the Principal Moneys due on such Mortgages not being duly paid, the Amount owing to the Creditors by whom such Application shall be made shall not be less than Five thousand Pounds in the whole.

Meetings of the Company.

XII. That the First General Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* and *August*, or such other Months as the Directors shall from Time to Time appoint.

XIII. That

Number and Qualification of Directors.

XIII. That the Number of Directors shall not be more than Six, and the Qualification of a Director shall be the Possession in his own Right of Twenty-five Shares in the Undertaking.

First Directors.

XIV. That Viscount *Villiers*, and *Peter Davy*, *Thomas Bulkeley*, *John Blake*, *Horatio Grosvenor Day*, and *Bernard Gilpin*, Esquires, shall be the First Directors of the Company.

Quorum of Directors.

XV. That the Quorum of a Meeting of Directors shall be Three.

Election of Directors at First General Meeting.

XVI. That the Directors appointed by this Act, or such of them as shall not die or resign, or become disqualified to act, shall continue in Office until the First General Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by Proxy, may continue in Office such of the Directors appointed by this Act as they shall think fit, or may elect new Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible to be elected as Members of such new Body.

Subsequent Election of Directors.

XVII. That at the First General Meeting to be held in every Year after the First General Meeting the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of those not continued in Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead, in the Manner provided by "The Companies Clauses Consolidation Act, 1845."

Power to make Railway acording to deposited Plans.

XVIII. And whereas Plans and Sections of the intended Railway, Docks, and Works, showing the Lines, Levels, and Situation thereof, and also Books of Reference containing the Names of the reputed Owners, Lessees, and Occupiers of the Lands through which the same are intended to pass or be made, or which may be required for the Purposes of the Undertaking, were on or about the Thirtieth Day of *November* last deposited for public Inspection with the Clerk of the Peace for the County of *Middlesex*: Be it enacted, That, subject to the Provisions in this and the recited Acts contained, it shall be lawful for the said Company to make and maintain the said Railway, Docks, and Works in the Lines and the Situation and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels defined on the said Section so respectively deposited as last aforesaid, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

XIX. That

Description of Line of Railway.

XIX. That the said Line of Railway shall commence by a Junction with the *Great Western* Railway at or near to the *Southall* Station thereof in the Extra-parochial Place of *Norwood* and Parish of *Hayes* and County of *Middlesex*, and terminate in a Meadow or Piece of Pasture Land known as the "*Town Meadow*" and Ozier Bed in the Parish of *Ealing* and on the Banks of the River *Thames* at or near to the Town of *Brentford* in the County of *Middlesex*.

Gauge of Railway.

XX. That the Railway by this Act authorized, and all the Stations, Sidings, Works, and Conveniences connected therewith, shall be constructed and completed of such Gauge and according to such Mode of Construction as shall admit of the same being worked and used upon the Gauge of Seven Feet, and continuously with the *Great Western* Railway.

As to deviating through the Grounds of the Duke of Northumberland at Isleworth.

XXI. That in carrying the Railway through the Pleasure Grounds of his Grace the Duke of *Northumberland* in the Parish of *Isleworth* it shall not be lawful for the Company to deviate further Southwards than the Line of Railway delineated upon the said deposited Plans, without the Consent in Writing of the said Duke or other the Owner for the Time being of such Property first had and obtained.

Communication with the Great Western Railway.

XXII. That the Junction with the *Great Western* Railway by this Act authorized to be made, and all such Openings in the Ledges or Flanches of the said Railway as may be required for effecting such Junction, shall be made under the Direction and Superintendence of and in such Manner as may be approved by the Engineer for the Time being of the said *Great Western* Railway Company.

Not to take Lands, &c. of Great Western Railway Company without Consent.

XXIII. That nothing in this Act shall authorize or enable the Company to take or enter upon any Land or Property belonging to the *Great Western* Railway Company, or to alter, vary, or interfere with the *Great Western* Railway or any of the Works thereof, further or otherwise than is hereby expressly authorized, without the Consent in Writing of the *Great Western* Railway Company in every Instance for that Purpose first had and obtained.

Saving the Rights of the Great Western Railway Company.

XXIV. That nothing in this Act shall prejudice, diminish, alter, or take away, further or otherwise than is expressly authorized, any of the Powers or Authorities vested in the *Great Western* Railway Company.

Point for Bridge over the London and South-western Railway.

XXV. That the Bridge by which the Railway is intended to be carried over the *London and South-western* Railway in the Parish of *Isleworth*, as shown on the deposited Plan, shall not, without the previous Consent in Writing of the *London and South-western* Railway

way Company under their Common Seal, be made at any Point more than Ten Yards from the Point where the Centre Line of the Railway as delineated on those Plans is represented as intended to pass over the *London and South-western* Railway.

Conditions for making Bridge over London and South-western Railway.

XXVI. That the Bridge by which the Railway is intended to be carried over the *London and South-western* Railway as aforesaid shall not, without the previous Consent of the *London and South-western* Railway Company under their Common Seal, be made or maintained otherwise than in strict Accordance with the following Conditions; to wit,

First, the Bridge shall be so made and maintained as that there shall in every Part thereof be not less than Sixteen Feet in the Clear between the upper Surface of the Rails of the *London and South-western* Railway and the under Side of the Bridge:

Secondly, the Bridge shall be made with One Arch the Span of which shall not be less than Thirty Feet in the Clear, measured at Right Angles to the Rails of the *London and South-western* Railway:

Thirdly, the Bridge shall in all other respects be made and maintained to the reasonable Satisfaction of the Engineer of the *London and South-western* Railway Company, and according to a Plan, Elevation, Section, and Specification to be submitted by the Company to him, and approved by him by Writing under his Hand, before any of the Works of the Bridge are begun.

Bridge to be maintained at the Expense of the Company.

XXVII. The Company shall at all Times maintain the said Bridge by which the Railway is intended to be carried over the *London and South-western* Railway in substantial Repair and good Order and Condition to the entire Satisfaction of the Engineer of the *London and South-western* Railway Company; and if and whenever the Company fail to do so the *London and South-western* Railway Company may do all such Works as they think requisite in that Behalf, and the Sum from Time to Time certified by that Engineer to be the Amount of the Expenditure of the *London and South-western* Railway Company in that Behalf shall, on Demand, be repaid to them by the Company, and in default of full Payment thereof on Demand may be recovered by them, with full Costs, from the Company, in any Court of competent Jurisdiction.

Company not to take Land of the London and South-western Railway Company

XXVIII. Provided always, That the Company shall not, without the previous Consent in Writing of the *London and South-western* Railway Company under their Common Seal, enter upon, take, use, or interfere with any of the Land from Time to Time belonging to or in the Possession or under the Power of the *London and South-western* Railway Company, except only such Part of the Land of the

the *London and South-western* Railway Company as it shall be necessary for the Company to enter upon, take, use, or interfere with for the Purpose of making and maintaining the Bridge by which the Railway is to be carried over the *London and South-western* Railway, as shown on the deposited Plans.

without Consent, except the Bridge;

XXIX. That the Company shall not, in the Exercise of any of the Powers of this Act, in any Manner obstruct, hinder, or interfere with any Traffic on the *London and South-western* Railway.

nor to interfere with Traffic of the Railway.

XXX. That, except as by this Act is expressly provided, this Act or anything therein shall not take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, Privileges, or Authorities of the *London and South-western* Railway Company.

Saving Rights of the said Railway.

XXXI. And whereas it is intended to carry the said Railway over the Turnpike Road under the Care of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, that is to say, the *Brentford* Turnpike Road (numbered 88 upon the deposited Plans in the Parish of *Isleworth*), in the Second District of such Metropolis Turnpike Roads, by means of a Bridge: Therefore it shall not be lawful for the Company to alter the present Level or Width of the said Turnpike Road over which the said Railway is to be carried as aforesaid, or of the Footpaths by the Sides thereof, or of any Part thereof respectively; and the Company shall leave a clear Height or Headway under the said Bridge, from the Surface of the said Turnpike Road and every Part thereof, of not less than Sixteen Feet; and that the said Bridge shall be of such a Span as shall leave clear and untouched the whole of the present Width of the said Turnpike Road and Footpaths over which the same is carried; and that the said Bridge shall have Parapet Walls on each Side thereof of not less than Six Feet Six Inches in Height above the Surface of the said Railway; and that from the Ends of the said Two Parapet Walls of the said Bridge the Company shall make Four Screen Walls or Close Fences, all of which shall be One hundred Feet in Length at the least, along the Sides of the said Railway, and shall carry all the said Screen Walls or Fences to the same Height with the said Parapet Walls respectively, that is to say, Six Feet Six Inches above the Surface of the said Railway; and that the Company shall lay down Curb Stones at the Edges of the Footpaths under the said Bridge, and shall continue such Curb Stones for a further Length of Thirty Feet at the least along the Edges of the Footpaths of the said Turnpike Road, and shall relay and make good all the Drains of the said Turnpike Road which may be interfered with; and that all such Works shall be done by and at the Expense of the Company.

Regulating the Crossing over the Metropolis Turnpike Road.

XXXII. That

One Half of the Metropolis Turnpike Road only to be interfered with at once.

XXXII. That in constructing the said Bridge and Works only One Half of the Surface of the said Turnpike Road and One Footpath shall be first interfered with, leaving the other Half of the said Turnpike Road and One Footpath for the Passage of the Public, until such Time as it is certified in Writing by the General Surveyor of the said Commissioners for the Time being that the Half of the said Turnpike Road and Footpath first interfered with have been restored to a good and proper State for the Safety and Convenience of the Public, when it shall be lawful for the Company to shut up the said other Half of the said Turnpike Road and the other Footpath respectively; and that all such Measures of Precaution for the Public Safety during the Progress of the Works of the said Railway, including the fencing of the said Works, and lighting and watching the same by Night, shall be adopted, by and at the Expense of the Company, as shall from Time to Time be required in Writing by the said General Surveyor for the Time being; and that the said Turnpike Road shall be restored in the same Lines as the present Road, with no Deviation therefrom; and the said Turnpike Road under the said Bridge, and the Footpaths and paved Channels thereof, shall be preserved or restored with such Materials, and of such Quantity and Quality of each Material, and in such Manner in all respects, as shall from Time to Time be directed or required in Writing by the said General Surveyor for the Time being.

Works connected with such Crossing to be completed within Six Months from the Commencement.

XXXIII. That the Company shall finish and complete, to the Satisfaction of the said General Surveyor for the Time being, the said Bridge, new Road, Footpaths, Parapet Walls, Screen Walls or Fences, and all other Works, Matters, and Things herein-before mentioned and required to be made or done by the Company, and restore and give to the Public the Use of the said Turnpike Road and Footpaths, within Six Months from the Day on which the said Turnpike Road shall be first interfered with, or the Use of the same Road by the Public in any way interrupted or made less convenient than heretofore.

General Surveyor may require a temporary Road to be substituted.

XXXIV. That it shall not be lawful for the Company to commence any Work or Works in any way connected with the crossing the said Turnpike Road under the Care of the said Commissioners of the Metropolis Turnpike Roads North of the *Thames* until Ten Days after the Company shall have given Notice of their Intention to commence such Work or Works, and shall have delivered Plans and Drawings of the same to the General Surveyor for the Time being of the said Commissioners, and shall have explained in Writing to such General Surveyor in what Way it is proposed to carry on such Work or Works, and how far the carrying on of the same will interfere with the Safety and Convenience of the Passengers on the said Turnpike Road;

Road; and if the said General Surveyor shall thereupon require a sufficient Road to be made by the Company, instead of the Turnpike Road interfered with, that then the Company shall make and substitute such sufficient Road, before they interfere with the existing Turnpike Road, and shall maintain the same until the Restoration of the existing Turnpike Road, and be liable to the same Penalties for failing to make, or, after Notice, to maintain such substituted Road, as is and are provided by "The Railway Clauses Consolidation Act, 1845," with respect to substituted Roads, and the Failure to make the same.

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

XXXV. That it shall be lawful for the said Commissioners and Company to agree with each other for the carrying of the said Railway over the said Turnpike Road in any other Manner than is hereinbefore mentioned or provided for, and for the making, doing, and maintaining by the Company of all such Works, Matters, and Things as may be necessary or expedient for the Purposes aforesaid; and in case of any such Agreement it shall not be binding on the Company to do such of the Works, Matters, and Things herein-before required to be done by them as shall be by the said Agreement expressly dispensed with by the said Commissioners.

All Works connected with the Metropolis Turnpike Road to be constructed under the Superintendence of their General Surveyor.

XXXVI. That the said proposed Bridge, new Road, Footpaths, Parapet Walls, Screen Walls or Fences, Drains, and all other Works connected with the crossing of the said Turnpike Road, and also all Repairs and Renewals of the said Bridge, Walls, and Works respectively, which shall hereafter be made by the Company, shall be constructed and made and formed to the reasonable Satisfaction and under the Direction and Superintendence from Time to Time of the said General Surveyor for the Time being; and that the Plans and Designs for the said Bridge and the Works connected therewith, which shall be as ornamental as shall be consistent with the Nature and Situation of the Works, shall be such as shall be approved of by the said General Surveyor for the Time being; and the Materials whereof the said Bridge and Works shall be constructed shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Descriptions respectively as shall be approved of by the said General Surveyor for the Time being; and in case, in the Construction of the said Bridge and Works or any of them, the Company shall do or cause any Damage to the said Turnpike Road or Footpaths or any of Part thereof, and shall not forthwith proceed to repair and make good such Injury or Damage, to the Satisfaction of the said General Surveyor for the Time being, or if, by reason of the Construction of any of the Works hereby authorized or required to be constructed by the Company, any Alteration of the said Turnpike Road or Footpaths, or of the Drains or Sewers under

the same, shall, in the Judgment of the said General Surveyor for the Time being, be rendered necessary, and the Company shall not, upon being required so to do by the said General Surveyor for the Time being, proceed forthwith to make such Alteration, to the reasonable Satisfaction of the said General Surveyor, then and in any of such Cases it shall be lawful for the said General Surveyor to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expenses of such Repairs and Alterations shall be paid, on Demand, by the Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners of the Metropolis Turnpike Roads from the Company, with full Costs of Suit, by Action in any of Her Majesty's Courts of Record at *Westminster*.

If the Company fail to keep Works in repair, the Commissioners of the Metropolis Turnpike Roads may repair the same.

XXXVII. That if and so often as the Company shall fail to repair and keep in good and complete Repair, to the Satisfaction of the said General Surveyor for the Time being, the said Bridge, Parapet Walls, Screen Walls or Fences, and all other Works connected with crossing the said Turnpike Road or Footpaths, and if, after Notice thereof given to the Company by or on behalf of the said Commissioners of the Metropolis Turnpike Roads North of the *Thames*, the Company shall not for the Space of Three Days commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Commissioners to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be; and all the Costs, Charges, and Expenses incurred by the said Commissioners shall be paid, on Demand, by the Company, or on Failure of Payment for Twenty-one Days after such Demand the same may be recovered from the Company, with full Costs of Suit, by Action in any of Her Majesty's Courts of Record at *Westminster*.

Metropolis Turnpike Road to be drained.

XXXVIII. That proper and sufficient Drainage for the said Turnpike Road shall be made and maintained by the Company, to the Satisfaction of the said General Surveyor for the Time being, wherever any Alteration made by the said Company shall affect the Drainage of the said Turnpike Road.

Saving Rights of the Grand Junction Canal Company.

XXXIX. And whereas the said Railway is intended to be carried in an oblique Direction under the *Grand Junction* Canal at a Point close to the Bridge over the said Canal numbered 205 between Locks numbered 91 and 92 in the Extra-parochial Place of *Norwood*, and over the Canal at a Point about One hundred Yards below the Turnpike Road Bridge at *Brentford*, and again in an oblique Direction over the Canal near the Bridge over the said Canal numbered 209 in the

the Parishes of *Isleworth* and *Brentford*, and it is also intended to make an Approach to the Dock hereby authorized by carrying the said Approach over the Canal at a Point near the Lock numbered 101 in the Parish of *Ealing*, whereby the Canal and Towing-paths thereof, and the Wharves and Basins connected therewith, at the Places above mentioned, may be prejudicially affected, and the Trade on the said Canal interrupted; and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said Canal or to the free Navigation thereof: Be it therefore enacted, That, except as by this Act is expressly provided, nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Grand Junction* Canal, or authorize or empower the Company to alter the Line or Level of the said Canal or Towing-path thereto, or any Part thereof, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein or which supply the said Canal, or to injure any of the Works of the said Canal; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway delineated on the Plan thereof deposited with the Clerk of the Peace for the County of *Middlesex*, by which Deviation any Wharves, Warehouses, Locks, Lock-houses, or Side Ponds, Towing-paths, Bridges, Banks, or Feeders, or any other Works belonging to the said Canal Company, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said Canal Company in Writing under their Common Seal first had and obtained.

Diversion of Canal.

XL. And whereas in passing under the said Canal it is intended that the upper Surface of the Rails will be Twenty-six Feet only under the top Water of the said Canal; and as such Work cannot be executed without a temporary Diversion of the Canal, be it enacted, That the Company, before they enter upon or interfere with the Lands, Canal, and other Works belonging to the said Canal Company, shall, at their own Expense, make and form a good and sufficient temporary Diversion of the Canal, and such temporary Diversion shall be executed at the Sight and to the reasonable Satisfaction of the Engineer for the Time being of the said Canal Company; and the said Canal shall, within Twelve Months after the opening of such temporary Canal, be restored and reconstructed in its present Line, at the Sight and to the reasonable Satisfaction of the said Engineer, at the Expense of the Company, and according to a Plan to be previously approved by such Engineer; and the reasonable Expenses incurred by the said Engineer in relation to the Works shall be paid by the Company.

XLI. That,

Company to be liable for all Damage to Canal.

XLI. That, notwithstanding the said temporary Canal is to be formed and the Canal is to be reconstructed and restored in its present Line at the Sight and to the reasonable Satisfaction of the said Engineer, yet nevertheless the Operations required for the Formation of the said temporary Canal and for the Reconstruction of the present Canal shall be carried on and completed at the sole Risk of the Company, who shall be liable for all Damages occasioned to the said Canal, or to the adjoining Country, or to the Traders on the Canal, by or in consequence of such Operations, whensoever such Damages may occur; and the Portion of the said Canal which shall be so altered, reconstructed, and restored by the Company, as well as the Connexion thereof with the existing Works, shall be maintained by them in all Time coming in a State of perfect Repair free from all Leakage.

Provision in case Company fail to repair the temporary and restored Canal.

XLII. That if there shall be any Leakage in the said temporary Canal, or in the said reconstructed and restored Canal, or if the same and the Works connected therewith respectively shall not be kept in a State of complete Repair, and if the Company shall not, within Twenty-four Hours after written Notice of Leakage or Disrepair to the Secretary or other Officer of the Company, forthwith execute the Works necessary for the Removal of such Leakage, or for completely repairing the said Canal and Works connected therewith, so far as such Canal and Works are to be maintained by the Company, then the said Canal Company are hereby empowered to perform all such Operations as may be necessary, at the Risk of the Company, and that without Prejudice to the Right of the Canal Company to recover the Amount of all such actual Damage which may be done as aforesaid, or, in their Option, the Penalties herein provided with reference to Damages and Penalties for impeding the Passage along the said Canal, both before and after the giving of such Notice and during the Currency thereof; and the said Canal Company shall be entitled to recover from the Company the Expense of all Operations which may be performed by them in making such Repairs or removing such Leakage, and in default of Payment of such Expenses or Penalties the same may be recovered in manner herein-after provided with reference to Damages and Penalties for impeding the Passage along the said Canal.

Directing the Mode of constructing Bridges over the Grand Junction Canal.

XLIII. That in carrying the said Railway and the Approach to the said Dock over the said Canal at any of the Places before mentioned the Company shall and they are hereby required, at their own Expense, and to the Satisfaction of the Engineer for the Time being of the said Canal Company, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, at every such Crossing thereof, a good and substantial Bridge over the said Canal and the Towing-

Towing-path thereto, with proper Approaches to such Bridge; and the Soffit of the Arch of such Bridge shall be at least Twelve Feet above the ordinary Top-water Level of the said Canal at the Centre of the Waterway, and no Part of the Arch over the Towing-path shall be less than Eight Feet above the said Top-water Level of the said Canal; and every such Bridge shall be of such Width, not exceeding Seventy-five Feet, measured at Right Angles to the said Canal, as shall leave clear and uninterrupted the present Waterway and Towing-path of the said Canal under such Bridge.

In case of Obstruction to the Grand Junction Canal.

XLIV. That if in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of the said Bridges over the said Canal, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, it shall happen that the Waterway of the said Canal, or the Towing-path thereof, shall be so obstructed that Boats or other Vessels navigating or using the same shall be impeded in their Passage, or shall not be able to pass along the same, then and in such Case the Company shall pay to the said Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Impediment shall continue, and so in proportion for any less Time than One Hour: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or Persons employed by the Company, the Company shall pay to the said Canal Company the Sum of Twenty Pounds for every Hour during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Secretary or any of the Directors of the Company, the said Canal Company may sue for and recover the same, together with full Costs of Suit, against the Company, by Action at Law in any Court of Law now or hereafter to be established, and in case the Works to be executed for carrying the said Railway under the said Canal, and in case the Bridges to be erected for carrying the said Railway and the said Approach to the said proposed Dock over the said Canal, or the Towing-path, Walls under the said Bridges, or the several Approaches, Sides, Slopes, or Banks of the said Railway next to the said Canal, or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said Canal Company to do the needful Repair, and to recover the Amount of the Expenses from the Company by Action at Law, with full Costs of Suit, in any Court of Law now or hereafter to be established: Provided also, that nothing herein contained shall extend to prevent the said Canal Company from recovering against the Company any special Damage that may be sustained by them on account of the Acts or Defaults of the Com-

pany, in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the Company, and an Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on Account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums of Money so paid, then and in such Case Judgment shall be given for the Company; and no Action shall be maintainable by the said Canal Company against the Company for the Recovery of any Penalty or Penalties, after any Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

Company to construct a Dock or Docks.

XLV. That the proposed Dock or Docks, and the necessary Works and Conveniences connected therewith, may be constructed and made in and upon the Lands and Ozier Bed lying on the South Side of the Town of *Brentford*, and bounded on the South by the River *Thames*, on the North by the *Grand Junction* Canal, and on the West by Lands belonging to his Grace the Duke of *Northumberland*.

Plans to be submitted to Admiralty before commencing Work.

XLVI. Previously to commencing the Dock Entrance from the River *Thames*, or the Works connected therewith, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the said Dock Entrance and Works connected therewith, for the Approval 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 aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Dock Entrance and Works shall be constructed only in accordance with such Approval; and when any such Dock Entrance or Works shall have been commenced or constructed, it shall not be lawful for the Company at any Time to alter or extend the same without obtaining, previously to making any such Alteration or Extension, the like Consent or Approval; and if any such Dock Entrance or Works shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition,

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 be recoverable accordingly, with the Costs of Suit.

Admiralty may order local Survey at Expense of Company.

XLVII. 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 in the Thames not to be executed without Consent of Commissioners of Woods.

XLVIII. The Company shall not execute or commence the Execution of any Work whatsoever upon the Bed or Shore of the River *Thames*, or of any Creek or Inlet thereof, without the Consent in Writing of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them.

Saving Rights of the Crown.

XLIX. That nothing contained in this Act or in the Acts herein referred to shall extend to authorize the said Company to purchase, take, use, or otherwise interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to Her 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, first had and obtained for that Purpose, and which such Commissioner or Commissioners is and are hereby authorized and empowered to give, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities which now are or hereafter may be vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Works in the Thames to be approved by the Corporation of London.

L. That all Works to be executed under the Authority of this Act in or connected with the River *Thames* shall be constructed according to a Plan to be approved by the Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, and to be deposited at the Office of the Town Clerk of the said City; and that such Works shall be executed and performed to the Satisfaction of the Engineer for the Time being employed in the *Thames* Navigation.

Saving Rights of the Corporation of London.

LI. That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties,

Liberties, Privileges, or Franchises of the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or the Lord Mayor of the said City for the Time being, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being, as Conservator of the River *Thames* or otherwise, did or might lawfully claim, use, or exercise.

As to the Commissioners of Sewers.

LII. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of or in any Manner so as to interfere with any Drain, Watercourse, Defence, or Work under the Jurisdiction, Management, Survey, or Control of the Metropolitan Commissioners of Sewers, or shall or may in any way affect the Sewerage or Drainage of the Districts under their Control, the said Company shall not commence such Work until they shall have given to the said Commissioners Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of the said Commissioners for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until the said Commissioners shall have signified their Approval of the same, unless the said Commissioners do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Section, and Particulars as aforesaid; and the said Company shall comply with and conform to all Directions and Regulations of the Commissioners in the Execution of the said Works, and shall provide, by new, altered, or substituted Works, in such Manner as the said Commissioners may deem necessary, for the proper Protection of and for preventing Injury or Impediment to the Sewerage or Drainage of the District by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Commissioners against all and every Expense to be occasioned thereby; and all such Works as may be so required shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Commissioners, at the Costs, Charges, and Expenses in all respects of the said Company; and when any new, altered, or substituted Works as aforesaid, or any Works or Defences connected therewith, shall be completed, by or at the Costs, Charges, or Expenses of the Company, under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Commissioners as any Sewers, Drains, Watercourses, or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested

in

in the said Commissioners or their Successors, but all such Rights, Powers, and Authorities shall be as good, valid, and effectual as if this Act had not been passed.

Lands for extraordinary purposes.

LIII. That the Quantity of Land to be purchased by the Company for extraordinary Purposes mentioned in the said "Railway Clauses Consolidation Act" shall not exceed Ten Acres.

Period for Completion of Railway.

LIV. That the Railway and Docks shall be completed within Four Years from the passing of this Act; and on the Expiration of such Period the Powers of this or the herein-before mentioned Acts granted to the Company for executing the said Railway and Docks, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway and Docks as shall then be completed.

Security for Completion of Railway within the Time limited.

LV. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Six thousand seven hundred and fifty Pounds, being One Tenth Part of Three Fourths of the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited with the Court of Chancery in *England*, in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Six thousand seven hundred and fifty Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivor or Survivors of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred

transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*; provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Six thousand seven hundred and fifty Pounds shall have been executed by the Company, with One or more Sureties, such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury, conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Six thousand seven hundred and fifty Pounds, if the Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

LVI. That it shall be lawful for the Company to levy and demand Rates, Tolls, and Duties for the Use of the Railway not exceeding the following; (that is to say,)

In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, as follows:

For all Coals, Coke, Ironstone, Iron Ore, Pig Iron, Rod Iron, Bar Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets and Rolled Iron, Limestone, Lime, Bricks, Salt, Sand, Fire Clay, Cinders, Slag, and Stone, *per* Ton One Shilling; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton not exceeding Fourpence:

For

For all Dung, Compost, and all Sorts of Manure, and for all undressed Materials for the Repairs of public Roads or Highways, and for heavy Iron Castings, including Railway Chairs, and for all Culm, Charcoal, and all Stones for building, pitching, and paving, all Tiles, Slates, and Clay (except Fire Clay), Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber and Deals, Metals (except Iron), Nails, Anvils, Vices and Chains, and for light Castings, and for all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per* Ton not exceeding One Shilling and Sixpence; and if conveyed in Carriages belonging to the Company, an additional Sum not exceeding Sixpence:

And 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 not belonging to the Company, not exceeding Two Shillings and Sixpence; and a Sum of Fourpence for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which such Carriage may weigh;

In respect of Passengers and Animals conveyed in Carriages on the Railway, as follows:

Tolls for Passengers and Cattle.

For any Person conveyed in or upon such Carriage for a less Distance than Two Miles, not exceeding Threepence; and for a greater Distance than Two Miles, not exceeding Sixpence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, not exceeding One Shilling and Sixpence; and if conveyed in any Carriage belonging to the Company, an additional Sum not exceeding Sixpence:

For every Ox, Bull, Cow, or Neat Cattle conveyed in or upon any such Carriage, not exceeding Sixpence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding Twopence:

For every Calf or Pig, Sheep or Lamb, or other small Animal, conveyed in or upon any such Carriage, not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny.

Tolls for propelling Power.

LVII. That the Toll which the Company may demand for the Use of Engines or other Power for propelling Carriages on the Railway shall

shall not exceed One Third of the Sum herein-before allowed for the Use of the Railway for each Passenger, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations as to the Tolls.

LVIII. That the following Provisions and Regulations shall be applicable to the fixing of such Tolls, (that is to say,)

For the Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction; and if there be a Fraction of a Quarter of a Ton, such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton, and so in proportion for any smaller Quantity.

Tolls for small Parcels and Articles of great Weight.

LIX. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of the Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels the Company may demand any Sum which they think fit not exceeding the Rates following:

Not exceeding in Weight Seven Pounds, Threepence; exceeding Seven and not exceeding Fourteen Pounds, Fourpence; exceeding Fourteen and not exceeding Twenty-eight Pounds, Eightpence; exceeding Twenty-eight and not exceeding Fifty-six Pounds, One Shilling; exceeding Fifty-six and not exceeding Five hundred Pounds, such Sum as they think proper: Provided always, that Articles sent in large Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Five Shillings *per* Ton:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

LX. That

Maximum Rate of Charges for Passengers.

LX. That the maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the said Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and for every other Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Passenger conveyed in a First-class Carriage for a less Distance than Two Miles, the Sum of Fourpence; and for a Distance of or exceeding Three Miles, Eightpence:

For every Passenger conveyed in a Second-class Carriage for a less Distance than Two Miles, the Sum of Threepence; and for a Distance of or exceeding Three Miles, Sixpence:

For every Passenger conveyed in a Third-class Carriage for a less Distance than Two Miles, the Sum of Twopence; and for a Distance of or exceeding Three Miles, the Sum of Fourpence:

Provided always, that it shall be lawful for the Company, if they think fit, to take uniform Charges upon the whole or any Part of the Railway for the Conveyance of Passengers, but in such Case the maximum Rate of Charge upon the Conveyance upon the whole or any Part of the Railway shall not exceed the Sum of Sixpence for every Passenger conveyed in a First-class Carriage, the Sum of Fourpence for every Passenger conveyed in a Second-class Carriage, and the Sum of Threepence for every Passenger conveyed in a Third-class Carriage.

Maximum Rates of Charge for Cattle, Goods, &c.

LXI. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, be it enacted, That the maximum Rate of Charge to be made upon the Railway by the Company, including the Tolls for the Use of the Railway, and Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Horse, or other Beast of Draught or Burden before classed with Horses, the Sum of One Shilling and Sixpence:

For Cattle, the Sum of Ninepence *per* Head:

For Calves and Pigs, the Sum of Sixpence each:

For Sheep and small Animals, Threepence each:

For every Carriage, the Sum of Three Shillings:

For Coals, Coke, Ironstone, and other Articles herein-before classed therewith, the Sum of One Shilling *per* Ton:

For Manure, Culm, Cotton, and other Articles herein-before classed therewith, the Sum of One Shilling and Fourpence *per* Ton:

Restriction as to Charges not to apply to Special Trains.

LXII. Provided always, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required to be run upon the Railway, but shall apply only to the Ordinary and Express Trains appointed or to be appointed

from Time to Time by the Company for the Conveyance of Passengers and Goods upon the said Railway.

Company may take increased Charges by Agreement.

LXIII. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charges, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance of such Goods (except small Parcels) by Passenger or other Trains, or by reason of any other special Service performed by the Company in relation thereto.

Passengers Luggage.

LXIV. That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Rates payable on Vessels and on Goods as in Schedule (A.)

LXV. That it shall be lawful for the Company from Time to Time to demand and receive, for and in respect of every Vessel using or entering the proposed Dock, or lying therein or departing therefrom, and for all Goods, Articles, or Things which shall be shipped or landed, received or delivered, within the Limits of the proposed Dock, any Sums not exceeding the several Rates and Charges mentioned in the Schedule (A.) to this Act annexed; and every such Rate and Charge shall be payable by the Owner of the Goods, Articles, or Things.

Rates to be charged for Use of Cranes, Weighing Machines, &c.

LXVI. That it shall be lawful for the Company to demand, for the Use of their Warehouses, Cranes, Weighing and Measuring Machines, of and from the Owner or Person having the Charge of any Goods, Articles, or Things deposited in such Warehouses, or loaded or unloaded, weighed or measured by means of such Cranes, Weighing and Measuring Machines, such reasonable Rates as the Company shall from Time to Time appoint.

Company may enter into Agreements with Great Western Railway Company for the Use of Line.

LXVII. That it shall be lawful for the Company hereby incorporated to enter into any Contracts or Agreements with the *Great Western* Railway Company for the Passage over or along any of the Railways of such Company and the Railway to be constructed under this Act of any Engines, Waggons, or other Carriages, upon such Terms and Conditions, and on Payment of such Tolls, Rates, and Charges in respect thereof, or otherwise in respect of the Conduct, Management, Use, or Working of the said Railway in connexion with the Railway to be constructed under this Act, as may be agreed upon

upon between the Company hereby incorporated and the said *Great Western* Railway Company, or as, in case of Difference between the said Companies, shall be settled and determined by an Arbitrator, to be appointed for that Purpose by the Board of Trade: Provided always, that any such Agreement shall not be for more than Ten Years, and no such Agreement shall have any Operation until the same shall have been approved of by the Board of Trade, and no such Agreement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or from any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the said Agreement may relate, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Agreement had been entered into: Provided also, that the said Board shall not approve such Agreement without being satisfied that the same has been duly assented to by Shareholders of the *Great Western* Railway Company in Special Meeting assembled for that Purpose, either before or after the passing of this Act, and holding at least Three Fifths of the paid-up Capital of that Company represented at such Meeting, personally or by Proxy, such Shareholders being qualified to vote thereat in right of such Capital, and by the Shareholders in the Company incorporated by this Act in Special Meeting assembled for the like Purpose after the passing of this Act.

Duration of Agreements, and to be approved by Board of Trade, but not to affect Persons not Parties thereto.

LXVIII. That at the Expiration of the said Agreement the said Companies, with such respective Consent as aforesaid, in Special Meeting of the Shareholders of such Companies respectively, and subject to the Approval of Board of Trade, may enter into a further Agreement for all or any of the Purposes aforesaid; provided that before such Companies shall enter into any such further Agreement as aforesaid they shall give Notice of their Intention to enter into such Agreement by Advertisement in a Form to be approved of by the Board of Trade, inserted Once in each of Two successive Weeks in some Newspaper published or circulating in the County of *Middlesex*, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade; and no such Agreement shall be valid at Law or in Equity until the same shall have been approved by the Board of Trade: Provided always, that no such Contract or Agreement shall have any Operation or Effect unless and until the same shall have been submitted to and approved by the Shareholders of

Agreement may be renewed, with the Approval of the Board of Trade, but public Notice to be given of the same.

Agreement inoperative until approved by

the Board of Trade.

of the *Great Western* Railway Company in Special Meeting assembled for that Purpose, and holding at least Three Fifths of the paid-up Capital of that Company represented at such Meeting, personally or by Proxy, such Shareholders being qualified to vote thereat in right of such Capital, and by the Shareholders in the Company present, personally or by Proxy, at a Meeting of the Company incorporated by this Act specially convened for that Purpose; and every such Meeting shall be convened by Advertisements inserted for Two successive Weeks in a Morning Newspaper published in *London* and in some Newspaper of the County in which the principal Office of each Company which may be a Party to such Agreement shall be situate.

Meeting how to be convened.

Disputes with other Companies to be referred to Arbitration.

LXIX. That if any Dispute or Difference shall arise between the Company hereby incorporated and any other Company using the Railway and Works hereby authorized to be made, concerning the Tolls to be charged for the Use thereof, or concerning the Time or Method of forwarding the Traffic thereon, or concerning any Cause, Matter, or Thing wherein the Conveniences of the Public or the Interest of the Companies or either of them may be concerned, such Dispute or Difference shall, at the Request of either Party, be referred to Arbitration, under the Provisions of "The Railways Clauses Consolidation Act, 1845."

Railway not exempt from Provisions of General Acts.

LXX. That nothing herein contained shall be deemed or construed to exempt the Company, or the Railway by this Act authorized to be made, from the Provisions of any General Act relating to such Act, or of any General Act relating to Railways or to Docks, or to the better and more impartial Audit of the Accounts of Railway Companies, or Dues on Shipping, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revisions and Alterations, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or the Rates for small Parcels, or the Dues on Shipping, authorized by this Act.

Expenses of Act.

LXXI. That the Expenses and Charges attending or incident to the applying for and obtaining this Act shall be paid by the Company.

SCHE-

SCHEDULE (A.) to which the foregoing Act refers.

TONNAGE DUES ON VESSELS.

If entering to lie up and await the Sale of the Cargo, with the Use of the Dock for Two Weeks - - -	3*d.* per Ton Register.
If unloaded by the Company, including the Discharge of the Vessel, with One Week's Use of the Docks - -	10*d.* per Ton on the Tonnage discharged.
If unloaded by the Vessel, with One Week's Use of the Docks	6*d.* ditto.
Rent after the Expiration of the above Periods - -	1*d.* per Week on the Register.

TOLL ON THE CARGO.

Wharfage, if landed over the Dock Company's Quays - -	4*d.* per Ton.
If put into Lighters alongside - - - - -	Free.

RATES.

Landing, wharfing, sorting, piling, and delivering.			Rate.		Rent per Week from Ship's breaking Bulk.	
			s.	*d.*	*s.*	*d.*
Deals, Planks, Battens, Boards, Ends, and Railway Sleepers, 10 Feet long and under, and 12 Feet by 6 Feet and under, per Petersburgh Standard, 120 Pieces 12 Feet long, 1½ Inches thick, and 11 Inches wide -			5	2¾	0	2¾
Deck Deals, per 120 Pieces of 40 Feet long and 3 Inches thick. - - - - - -			76	0	3	2
Norway Timber -	per Load, Customs Measure		2	10¼	0	1
Fir Quarters -	,,	,,				
Balks - -	,,	,,				
Railway Sleepers -	,,	,,				
Exceeding the above Sizes:—						
Fir Thick Stuff -	,,	,,	3	4	0	1½
Fir Plank, exceeding 3 Inches thick - -	,,	,,				
Birch Timber and Plank	,,	,,	3	9½	0	1
Under Cover -	,,	,,	3	9½	0	1½
Oak, Timber, Plank, and Hard Woods - -	,,	,,	3	9½	0	1
Under Cover -	,,	,,	4	0	0	1½
African and other Teak Wood - -	,,	,,	5	3	0	1
Wainscot - -	,,	,,	3	9½	0	1
Dutch Oak - -	,,	,,				
Clap-Boards - -	,,	,,				
Under Cover - -	,,	,,	4	9	0	1½
Thin Palings, 4½ Feet and under - -	per 1,200		6	7¾	0	3¾
Treenails and Wedges, 2 Feet and under	,,		5	2¾	0	2½
Above 2 Feet and under 3 Feet long -	,,		7	7¼	0	3¾
Spokes - - - - -	,,		8	1	0	5¾
Gun Stocks, under 3 Feet long - -	,,		17	1¼	0	11½
Gun Stocks, 3 Feet and above 3 Feet long	,,		23	9	1	2¼
Handspikes - - - -	per 120		3	9½	0	2
Oars and Rickers, under 24 Feet long -	,,		9	6	0	4¾
Oars and Rickers, 24 Feet to 32 Feet long	,,		12	4¼	0	6¾

The Great Western and Brentford Railway Act, 1855.

Landing, wharfing, sorting, piling, and delivering.	Rate.		Rent per Week from Ship's breaking Bulk.	
	s.	*d.*	*s.*	*d.*
Spars, 4 to 6 Inches - - - per 120	26	7¼	0	11½
Lancewood - - - - „	20	0	0	8½
Lathwood, including Framing per Customs Cubic Fathom - „	7	7¼	0	3¾
Lathwood, to be delivered only as to Number of Pieces received - - - - „				
Firewood, including Framing per Customs Cubic Fathom - „	7	7¼	0	3¾
American Staves, per Standard Mille of 1½ Inch Pipe, reduced as customary, including sorting for Freight	33	3	1	2¼
Proportions to Pipe :—				
Hogshead - - - 3 for 2				
Barrel and Heading - - 2 „ 1				
West India Puncheon - - } 3 „ 1				
United States Pipe and Hogshead }				
Thin Hogshead from lower Parts - 5 „ 1				
Hamburgh and Baltic Pipe Staves, of the usual Dimensions, per 1,200, 2 Inches and under, in proportion	28	6	1	5
Proportions to Pipe :—				
Brandy Pipe - - - 6 for 5				
Hogshead - - - 3 „ 2				
Barrel - - - - 2 „ 1				
Long Heading - - - 3 „ 1				
Short Heading - - - 4 „ 1				

	Landing Rate, Gross.		Rent per Week, Gross.
	s.	*d.*	
Grain and Seed, viz., Wheat, Barley, Rye, Maize, and other heavy Grain, Peas, Horse or Pigeon Beans, Tares, Linseed, &c.			Wheat, Rye, Maize, and other heavy Grain, (except Barley,) Peas, Horse or Pigeon Beans, Tares - - - } Per 100 qrs., 4*s.* 3½*d.* not including Insurance from Fire.
Landing, Wharfage, housing, and delivering, per Quarter	0	8	Barley, ditto, ditto - 3*s.* 10*d.* Linseed, ditto, ditto - 3*s.* 5½*d.*
Oats and other light Grain, landing, Wharfage, housing, and delivering, per Quarter - - -	0	7	3*s.* 5½*d.* 100 Quarters, not including Insurance from Fire.
Working out, and delivering into Craft, 3*d.* per Quarter.			

	Landing Rate, Gross.		Rent per Week.	
	s.	*d.*	*s.*	*d.*
Flour, including Delivery by Land or Water - per Ton	4	3½	0	2
Tallow Casks, 5 Cwt. and upwards - - - „	3	2		
Sold from the Land Scale :—				
To the Importer - - - - „	⅔ds.		0	2¾
To the Buyer - - - - „	⅓d.			
Cases - - - - - - „	4	6	0	5½
Skins - - - - - - „	3	4½	0	2¾
Package not otherwise described, or Blocks under 5 Cwt. „	4	6	0	5½

	Prime Rate, Nett.	Landing Rate, Gross.	Rent per Week.
	s. *d.*	*s.* *d.*	*s.* *d.*
Sugar Casks - - - per Cwt.	0 7	0 $2\frac{3}{4}$	} 0 $4\frac{1}{2}$ per Ton.
„ Baskets - - - „	0 $6\frac{3}{4}$	0 $2\frac{3}{4}$	
„ Chests, 5 Cwt. or above - „	0 $6\frac{3}{4}$	0 $2\frac{3}{4}$	
„ Chests, Mats, or Bags, under 5 Cwt. - - - „	0 $5\frac{1}{4}$	0 $2\frac{3}{4}$	0 $3\frac{1}{2}$ per Ton.
„ Candy - - - „	—	0 4	0 9 per Ton.
Oil, Bay - - - - - Cask		0 $11\frac{1}{2}$	0 1
„ Castor - - - - - Cwt.		0 $5\frac{3}{4}$	0 $0\frac{1}{2}$
CHEMICAL.			
Oil, 1 Cwt. and upwards - - - Package		1 11	0 $3\frac{3}{4}$
„ under 1 Cwt. - - - - Package		1 5	0 2
„ Rhodium - - - - Package		1 5	0 3
„ Olive, large Jars - - - Cwt.		0 $5\frac{3}{4}$	0 $5\frac{3}{4}$ each.
„ „ common Jars - - - Cwt.		0 8	0 3 each.
„ „ Half Jars - - - Cwt.		0 $8\frac{1}{4}$	0 2 each.
Case containing—			
30 Quart Bottles - - - Case		0 $11\frac{1}{2}$	0 $1\frac{1}{2}$
Salad, Half Chests of 30 Flasks - -		0 $5\frac{3}{4}$	0 $2\frac{1}{4}$
Palm or Cocoa Nut:			
Casks not above 30 Cwt. - - Ton		3 $6\frac{3}{4}$	} 0 $3\frac{3}{4}$
Casks above 30 Cwt. - - Ton		4 $3\frac{1}{2}$	
In Iron Tanks - - - Ton		5 $8\frac{1}{2}$	
Seed:			
Duppas, Canisters, and like Packages - Cwt.		5 $3\frac{1}{4}$	0 $0\frac{1}{2}$

	Olive or Seed in Casks.	Fish.	
		Not Newfoundland.	Newfoundland.
OIL—*continued.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
Landing, Wharfage, and laying up to gauge -	4 $3\frac{1}{2}$	2 10	2 10
Rent per Week - - - - -	0 $5\frac{3}{4}$	0 $3\frac{3}{4}$	0 $3\frac{3}{4}$
	Per Ton of 250 Gallons		

WINES

WINES AND SPIRITS, OTHER THAN RUM.

	Unsizeable Casks under 210 Gallons per Tun of 210 Gallons.	Pipe, Butt, or Puncheon.	Hogshead.	Third.	Quarter Cask.	Half Quarter Cask.	AUMS.		
							Double.	Single.	Half.
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
Rent after Fourteen Days from the Date of the Vessel's breaking Bulk, or first landing from Craft during the first Eighteen Months, including Cooper's Superintendence per Week on Cape and Marsala -	0 7¼	0 3½	0 2½	0 2	0 1½	0 1¼	0 2½	0 1½	0 1¼
On other Wines and Spirits (Rum excepted) - -	0 8	0 4	0 2½	0 2	0 1½	0 1¼	0 2½	0 1½	0 1¼

TEA.

RATES PER PACKAGE.	220lb. gross and upwards.	148lb. and under 220lb. gross.	88lb. and under 148lb. gross.	66lb. and under 88lb. gross.	50lb. and under 66lb. gross.	33lb. and under 50lb. gross.	22lb. and under 33lb. gross.	Exceeding 11lb. and under 22lb. gross.	11lb. gross and under.
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
Landing, comprising landing, Wharfage, Weighing, furnishing Landing Weights, and Delivery from the Quay at the Docks - - -	1 6	1 3	1 0	0 10½	0 9	0 7½	0 6	0 3	0 1½
Landing and housing, comprising landing, Wharfage, weighing, furnishing Landing Weights, housing, and Delivery -	2 0	1 8	1 2	1 0	1 0	0 10	0 8	0 4	0 2
Rent, per Week - -	0 1½	0 1	0 0½	0 0½	0 0½	0 0¼	0 0¼	0 0¼	0 0¼

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