ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

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Cap. cxxvii.

An Act for enabling the *Great Western* Railway Company to construct Railways and to acquire additional Lands in the Counties of *Stafford* and *Warwick;* and for other Purposes.

[7th *July* 1862.]

WHEREAS it is expedient that the *Great Western* Railway Company (in this Act called "the Company,") should be empowered to construct the Railways herein-after mentioned; (that is to say,) a Railway from the *Birmingham, Wolverhampton, and Dudley* Railway of the Company, in the Township of *Smethwick* in the Parish of *Harborne,* to the Line of Railway authorized by "The *Stourbridge* Railway Extension Act, 1861," in the said Township of *Smethwick,* all in the County of *Stafford;* a Railway from the *Birmingham and Oxford Junction* Railway of the Company in the Parish of *Hatton,* to the Line of the *Stratford-upon-Avon* Railway in the said Parish of *Hatton,* all in the County of *Warwick:* And whereas it is also expedient that the Company be empowered to purchase, by Compulsion or Agreement, for the Purposes of their Undertaking the Lands and Houses following; (that is to say,) certain Lands and Houses in the Hamlet of *Bordesley* and Parish of *Aston-juxta-Birmingham* and County of *Warwick,* lying on the North-east Side of the *Birmingham and Oxford Junction* Railway, and on the South-east Side of the Junction Railway connecting the *Birmingham and Oxford Junction* Railway and the *Midland* Railway,

and adjoining the said Two Railways; also certain other Lands and Houses in the Hamlet of *Shrewley* and Parish of *Hatton* and County of *Warwick*, at or near to the Junction of the said *Birmingham and Oxford Junction* Railway with the *Stratford-upon-Avon* Railway, and adjoining those respective Railways; also certain Lands and Houses in the last-named Hamlet and Parish, partly on the North-east Side and adjoining, and partly on the South-west Side of and adjoining the said *Birmingham and Oxford Junction* Railway, and near to and adjoining the South-east End of the Land and Premises forming the *Hatton* Station of the *Birmingham and Oxford Junction* Railway; also certain other Lands and Houses in the Parish of *Saint Nicholas* and Borough and County of *Warwick*, on the North Side of and adjoining the Goods Shed and Station at *Warwick* of the said *Birmingham and Oxford Junction* Railway and the Road leading from the *Warwick and Coventry* Turnpike Road to the said Goods Shed and Station; and also certain other Lands and Houses in the Parish of *Fenny Compton* in the County of *Warwick*, on the South-west Side of and adjoining the *Fenny Compton* Station of the *Great Western* Railway, and on the South-east Side of and adjoining the Road which crosses the said Railway near to and on the West Side of the said Station: And whereas Plans and Sections, showing the Lines and Levels of the proposed Railways and the Lands which the Company are by this Act empowered to acquire, and Books of Reference to the said Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the said Lands have been deposited as follows; (that is to say,) as regards the Railway and Lands in the County of *Stafford* with the Clerk of the Peace for that County; and as regards the Railway and Lands in the County of *Warwick*, with the Clerk of the Peace for that County: And whereas it is expedient that the Company be authorized to raise a further Sum of Money for the Purposes of this Act: And whereas the Objects of this Act 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. This Act may be cited for all Purposes as "The *Great Western* Railway (Additional Powers) Act, 1862."

8 & 9 Vict. cc. 18. & 20. and 23 & 24 Vict. c. 106. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," so far as the Provisions of the same respectively are applicable to the Purposes of this Act, shall be incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the Words "the Company" shall mean "the *Great Western* Railway Company," and the Words "the Undertaking" or "the Railway"

Railway" shall mean the Railways and the Works connected therewith by this Act authorized.

Same Meanings to Words in incorporated Acts as in this Act.

4. Except as is by this Act otherwise provided, the several Words and Expressions to which in the Acts incorporated wholly or partially with this Act Meanings are assigned shall have in this Act the same respective Meanings unless excluded by the Subject or Context.

Power to take Lands.

5. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time enter upon, take, and use all or any of the Lands defined on the deposited Plans and described in the deposited Books of Reference; provided that nothing in this Act contained shall authorize or empower the Company to enter upon, take, or use any Land belonging to the *Midland* Railway Company unless with the Consent of that Company under their Common Seal first had and obtained.

Power to make Railways according to deposited Plans.

6. Subject to the Provisions of this Act, the Company from Time to Time may make in the Lines and in accordance with the Levels respectively shown on the deposited Plans and Sections relating thereto, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use in relation thereto, the Railways following, with all proper Stations, Approaches, Sidings, Works, and Conveniences connected therewith respectively; (that is to say,)

First. A Railway commencing by a Junction with the *Birmingham, Wolverhampton, and Dudley* Railway of the Company, West of the Centre of the Booking Office of the *Handsworth* Station of the said *Birmingham, Wolverhampton, and Dudley* Railway in the Township of *Smethwick* in the Parish of *Harborne* in the County of *Stafford*, and terminating in the said Township of *Smethwick* by a Junction with the Line of Railway authorized by "The *Stourbridge* Railway Extension Act, 1861," North-west of the Western End of a Bridge over the *Birmingham, Wolverhampton, and Stour Valley* Railway and *Birmingham* Canal, called *Galton Bridge*:

Secondly. A Railway commencing in the Parish of *Hatton* by a Junction with the *Birmingham and Oxford Junction* Railway of the Company North-west of the Booking Office of the *Hatton* Station of the said *Birmingham and Oxford Junction* Railway, and terminating in the said Parish by a Junction with the Line of the *Stratford-upon-Avon* Railway near the said Booking Office of the *Hatton* Station:

And the said Railways and Works connected therewith shall for the Purposes of Tolls and Charges and for all other Purposes whatever be Part of the Undertaking of the Company; provided that the Tolls and Charges to be demanded by the Company in respect of the Railway and Works shall not exceed the Tolls and Charges prescribed by "The *Great Western* Railway Amendment and Extensions Act, 1847," and shall be subject to the Provisions of that Act.

7. It

Smethwick Branch not to be opened till Junction made with Birmingham, Wolverhampton, and Stour Valley Railway.

7. It shall not be lawful for the Company to open for Traffic the Railway by this Act first authorized until a Junction shall have been completed and opened between the Railway by "The *Stourbridge* Railway Extension Act, 1861," authorized, and the *Birmingham, Wolverhampton, and Stour Valley* Railway of the *London and North-western* Railway Company as provided by the said Act, unless Default in the Completion and opening of the last-mentioned Junction shall arise from the Acts or Defaults of the *London and North-western* Railway Company.

As to Bridge over the Birmingham, Wolverhampton, and Stour Valley Railway.

8. The Railway first mentioned shall be carried across the *Birmingham, Wolverhampton, and Stour Valley* Railway by means of a Bridge at or near the Junction of such first-mentioned Railway with the *Stourbridge Extension* Railway, at such Point within the Limits of Deviation defined on the deposited Plans as may be agreed upon between the Engineer for the Time being of the *London and North-western* Railway Company and the Engineer for the Time being of the Company, or as, in case of Difference, shall be settled by a Referee to be appointed by the Board of Trade on the Application of either Company; and such Bridge to be constructed so as to leave not less than a clear Width of Thirty-five Feet and a clear Height of Fifteen Feet at the least for its entire Length from the Surface of the Rails of the said *Birmingham, Wolverhampton, and Stour Valley* Railway to the Underside of such Bridge; and such Bridge and the Works connected therewith shall be made and constructed in a substantial and workmanlike Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *London and North-western* Railway Company, and shall for ever afterwards be maintained and kept in good and proper Repair by and at the Expense of the Company, and the Referee shall have Power to determine how the Costs of the Arbitration shall be defrayed.

In Construction of Bridge Traffic not to be interrupted.

9. The Construction of the said Bridge and the necessary Works in connexion therewith shall be carried on so that the Traffic on the *Birmingham, Wolverhampton, and Stour Valley* Railway be not in any Manner interrupted, and in such Manner as shall be agreed upon between the Engineer for the Time being of the said *London and North-western* Railway Company and the Engineer for the Time being of the Company, and in case of Difference arising as to the Mode of carrying on such Construction, the same shall be determined by a Referee, to be appointed by the Board of Trade on the Application of either Company, who shall have Power to determine how the Costs of the Arbitration shall be defrayed.

Company not to take Lands belonging to London and North-western Railway Company without Consent.

10. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon, or use, either permanently or temporarily, any of the Lands belonging to the *London and North-western* Railway Company, or to alter, vary, or interfere with the *Birmingham, Wolverhampton, and Stour Valley* Railway, or any of the Works thereof, further or otherwise than

than is necessary for the proper and convenient Construction of the said Bridge and Works connected therewith, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *London and North-western* Railway Company.

Saving Rights of London and North-western Railway Company.

11. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *London and North-western* Railway Company, or the *Birmingham, Wolverhampton, and Stour Valley* Railway Company, otherwise than is herein expressly provided.

Company to make Bridges or Viaducts over the Birmingham Canal in prescribed Manner.

12. And whereas the Railway first described in Section Six of this Act is intended to be carried by means of Bridges over certain of the Canals and Works of the Company of Proprietors of the *Birmingham* Canal Navigations (which Company is herein-after referred to as the *Birmingham* Canal Company) in the respective Places and Manner herein-after mentioned; that is to say, over the Canal called the *Wolverhampton Level*, at a Point near to *Galton Bridge* in the Parish of *Harborne* in the County of *Stafford*, and over the Canal called the *Birmingham Level*, at a Point near to the same Bridge, in the same Parish of *Harborne*, as shown upon the said Plans so deposited as aforesaid: Therefore the Company shall at their own Expense construct in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *Birmingham* Canal Company, a good and substantial Bridge over each of the said Canals, and the Towing-paths, Banks, and other Works thereof respectively, at the aforesaid Points where the said Railway is intended to be carried over the same Canals, as shown upon the said Plans so deposited as aforesaid, or within such limited Deviation therefrom as herein-after authorized; and the clear Opening or Span of the Arch of each such Bridge between the Walls or Abutments thereof shall be of such Width on the Square as shall be equal to and sufficient to clear and leave unobstructed at the Point of crossing the whole navigable Waterway of the Canal, and also a Space of not less than Eight Feet wide on one or both Sides thereof, as the Case may be, for a Towing-path, in every Case in which the *Birmingham* Canal Company are the Owners of Land on one or both Sides thereof used for or applicable to such Towing-path; and each such Bridge shall have close Fences not less than Six Feet high above the Level of the Rails; and the Spring of the Arch or Soffit of the Girders shall, at each of the Points of Crossing over the said Canals, commence at a Point not being less than Eight Feet above the present Surface of the Towing-paths of the said Canals respectively; and the Underside of the Middle of the Arch shall not be less than Ten Feet above the Top-water Level of the said Canals respectively, and the extreme Width of each such Bridge between the Parapet Walls thereof shall not exceed Thirty Feet.

Company to keep Bridges, &c. in repair.

13. The Company shall, at their own Expense, at all Times for ever after the said several Bridges shall have been completed, keep the same and

and all future Bridges to be erected or made respectively in lieu thereof (and which shall be at the same respective Places, in the like respective Directions, and of the like Dimensions, Capacity, and Materials as are herein-before severally mentioned), together with all Works belonging to or connected therewith respectively, in good and complete Repair, and in case of any Want of Repair to such Bridges or either of them, or any Work belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of such Bridges or either of them, or any Part thereof respectively, or from any other Cause whatsoever, and Notice in Writing thereof being given by the *Birmingham* Canal Company or their Clerk to the Company, then if the Company shall not within the Space of Ten Days after such Notice commence the Repairs, or, as the Case may require, the raising or rebuilding or Reconstruction of the said Bridges or Bridge which shall be out of repair, or such Part or Parts thereof as it shall for the Time being be requisite to repair, raise, or rebuild or reconstruct, and proceed therein with all reasonable Expedition until such repairing, raising, or rebuilding or Reconstruction shall be wholly completed, it shall be lawful for the *Birmingham* Canal Company to make all such Repairs to any such Bridges, and to raise or rebuild or reconstruct the same, of such of them, or such Part thereof respectively as shall be necessary, in such Manner as they may think proper, and all the Expenses thereof shall be repaid by the Company to the *Birmingham* Canal Company upon Demand, and in default of such Payment any Two of Her Majesty's Justices of the Peace for the County of *Stafford* shall, on Application by the *Birmingham* Canal Company, or their Clerk, or any other Person authorized by them by Warrant under the Hands and Seals of the said Justices, cause the Amount of such Expenses (which Amount shall be settled and allowed by such Justices after Fourteen Days Notice in Writing to the Company, who shall be entitled to be heard thereon) to be levied by Distress and Sale of the Goods and Chattels of the Company, and to be paid to the *Birmingham* Canal Company, their Agents or Clerk, rendering the Overplus (if any) on Demand, after deducting the reasonable Charges of making such Distress and Sale, to the Company, or otherwise the *Birmingham* Canal Company may sue for and recover such Expenses as aforesaid against the Company by Action in any of the Superior Courts: Provided always, that during the Progress of reconstructing any such Bridges, and at all future Times during any Repairs, raising or rebuilding, or Reconstruction thereof respectively, the Engineer for the Time being of the *Birmingham* Canal Company, with the requisite Assistants and Workmen, shall have free Access to such Bridges, and full Permission to inspect the Workmanship and Materials thereof.

Company not to alter the Course, or obstruct the Navigation of the Birmingham Canals.

14. Except as herein specially provided, it shall not be lawful for the Company or any Person in execution of this Act to alter the Course of the said Canals, or either of them, or to contract the Width of the same Canals, or either of them, or of the Towing-paths thereof respectively, or of any Space of Land belonging to the *Birmingham* Canal Company reserved or intended as a Towing-path or Paths thereof, or to obstruct the

the Course or Supply of the Water in or to the said Canals, or either of them, or in any Manner to impede the Navigation thereof or Access thereto, or to any Wharf or Wharves near or adjoining, or to injure any of the Banks or other Works of or belonging to the said Canals, or either of them, and it shall not be lawful for the Company (except for the Purpose of crossing the said Canals as aforesaid) to take or interfere with the said Canals or either of them, or to make any lateral Deviation from the Course or Direction of the said Railway first hereby authorized to be made, as delineated in the said Plans so deposited as aforesaid, by which Deviation any Road, Bridge, Lock, or House of the *Birmingham* Canal Company shall be taken, used, or damaged, without the Consent of the same Company under their Common Seal first had and obtained.

In case of Obstruction to Canals Railway Company liable to Damages for same.

15. If by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction or of the bad State of Repair of any such Bridges or Bridge as aforesaid, or any of the Slopes, Banks, or Works of the said Railway near the said Canals or either of them, or of any other Works by this Act authorized to be constructed, or by any Act or Omission of the Company or any of their Agents or Servants, it shall happen that the said Canals or the Towing-paths thereof or either of them, or any of the Works connected therewith, shall be so injured or obstructed that Boats or other Vessels using the same with their usual and accustomed Loads shall be impeded in their Passage along the said Canals or either of them, or shall not be able to pass freely along the same, then and in such Case the Company shall pay to the *Birmingham* Canal Company as or by way of ascertained Damages, the Sum of One hundred and eighty Pounds for every Twenty-four Hours during which any such Impediment or Obstruction shall continue, and so in proportion for any less Period than Twenty-four Hours, and in default of Payment of any such Sum on Demand made on the Company the *Birmingham* Canal Company may sue for and recover the same, together with full Costs of Suit, against the Company by Action in any of the Superior Courts.

For the Protection of the Rotten Park Feeder.

16. The Company shall not at any Time, either during the Construction of their Works or afterwards, do or omit any Act or Thing whereby the free and proper Flow of Water in and through the Feeder of the *Birmingham* Canal Company called the *Rotten Park* Feeder shall be injured or obstructed.

The Company to maintain Works and Alterations in Feeder.

17. The Company shall at their own Expense make and at all Times thereafter maintain, cleanse, and keep in good Repair, Order, and Condition all Works required or made for preserving the free and proper Flow of Water through the *Rotten Park* Feeder, as provided by the last preceding Section, and shall also at the like Expense alter and for ever maintain, cleanse, and keep in good Repair, Order, and Condition all such Parts of the same Feeder as may be altered or interfered with in the Construction of such Works.

18. If

Penalty for obstructing Flow of Water through Feeder.

18. If the Company or any Person or Persons authorized by them or acting on their Behalf shall in the Exercise of any of the Powers by this Act given or otherwise do or omit any Act or Thing whereby the free and proper Flow of Water through the same Feeder shall be injured or obstructed the Company shall in each and every such Case pay to the *Birmingham* Canal Company, as or by way of ascertained Damages, the Sum of One hundred Pounds, and shall also pay to the same Company the like Sum of One hundred Pounds for every Twenty-four Hours during which the free and proper Flow of Water through the said Feeder shall be so injured or obstructed, and in default of Payment of any such Sum on Demand made on the Company the *Birmingham* Canal Company may sue for and recover the same, together with full Costs of Suit, against the Company in any Court of competent Jurisdiction.

The Springs, &c. of the Birmingham Canal Company to be preserved.

19. Nothing herein contained shall authorize or empower the Company to take away or lessen any Springs, Brooks, Streams, Feeders, Drains, Waters, or Watercourses which now are or heretofore have been taken for the Use of the *Birmingham* Canal Navigations or which the *Birmingham* Canal Company are by Law authorized and empowered to take for the Use of the said Canals and Feeder or any or either of them, or to prevent any Waters flowing into the said Canals and Feeder or either of them, or to take away or obstruct or in any Manner impede the free Use of any Communication already made between the Water of the said Canals or either of them and any Steam Engine, or to take away or prejudice the Right of any Person to make such Communication, pursuant to the Provisions of the Acts of Parliament for regulating or otherwise relating to the *Birmingham* Canal Navigations or any of them.

Communication between the Canal and Steam Engines not to be obstructed.

20. And whereas the said Railway first described in Section Six of this Act may also intervene between the said Canals, or some of them, and Lands on which Steam Engines may hereafter be erected, between which and the said Canals Communication for the Passage or Supply of Water may require to be made: Therefore if any such Communications are hereafter so required to be made, the Company shall afford all requisite Facilities for the Purposes thereof by constructing at the Expense of the Party applying for the same, or permitting to be constructed through, under, or over the said Railway such Culverts, Arches, Pipes, Tunnels, or other Works as may be necessary, and in the event of any Difference arising between the Company and the *Birmingham* Canal Company, or any other Person, as to the Nature and Amount of the Facilities so to be afforded by them, such Difference shall in like Manner be settled by Arbitration.

Company not to interfere with the Powers and Rights of the Birmingham Canal Company.

21. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Birmingham* Canal Company in and by all or any of the several Acts of Parliament now in force relating to the said Canals, except as is expressly enacted by this Act.

22. The

As to Construction of Bridge for carrying Roebuck Lane over Railway.

22. The Bridge or Viaduct for carrying the Road called "*Roebuck Lane*" in the District of the Local Board of Health of the Hamlet of *Smethwick*, over the first-mentioned Railway, shall between the Parapet Walls thereof be of the full Width of Thirty-six Feet, and shall be so constructed as not to alter the Line of such Road or Lane; and it shall not be lawful for the Company in the Construction of the Works by this Act authorized, to alter the present Level of the Road so as to make the Descent in either Direction from the Centre of the said Bridge more than One in Forty.

Power to alter Engineering Works.

23. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described on the deposited Plans or Sections so as the Deviation 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 Lands 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 Act, 1845."

Lands for extraordinary Purposes.

24. The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may by Agreement purchase for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land adjoining or near to the Railway not exceeding Five Acres.

Powers for compulsory Purchases limited.

25. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for Completion of Railways.

26. The Railways shall be completed within Three Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted for making the same or otherwise in relation thereto shall cease, except as to so much thereof respectively as shall then be completed.

Suspension of Dividend if Railways not completed within Time limited.

27. After the Expiration of Three Years after the passing of this Act, if the Railways be not then completed, the Payment of any Dividend on the ordinary Capital of the Company shall be suspended until the Railways are completed and opened for public Use.

Power to raise additional Money.

28. The Company from Time to Time, by Order of any General Meeting of the Company, may raise (exclusive of the Monies which they are or may be authorized to raise by any other Act or Acts of Parliament) such Sums of Money as they shall think necessary, not exceeding Seventy thousand Pounds, the whole of which Sum shall be applied to the Purposes of this Act, and to no other.

Additional Money may be raised by Preference Shares.

29. For the Purpose of raising such Sums of Money the Company may, with the Consent of Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at any General Meeting of the Company, when due Notice for that Purpose shall have been given, issue such and so many distinct Shares of such Amount, and to be appropriated and disposed of in such a Manner, and to such Persons, and on such Conditions, and with such Preference or Priority of Dividend not exceeding after the Rate of Four Pounds Ten Shillings *per Centum per Annum*, and either redeemable or not, and generally on such Terms as by the Order of any such Meeting shall be determined: Provided always, that if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of the preferential Dividends for that Year payable on any Shares created under this Act, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Terms, &c. on which Preference Shares issued to be stated on Certificates.

30. 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.

Except as otherwise provided, new Shares created by Company to be subject to same Incidents as ordinary Shares.

31. Except as is by or under the Provisions of this Act otherwise provided, the new Share Capital created by the Company under this Act, and the Shares therein, and the Holders of those Shares respectively, shall be subject and entitled to the same Powers, Provisions, Forfeitures, Liabilities, Rights, Privileges, and Incidents whatsoever, in all respects as if that new Capital were Part of the now existing ordinary Share Capital of the Company, and those Shares were Shares in that ordinary Capital.

Dividends on new Shares created by Company.

32. Every Person who becomes entitled to a new Share created by the Company under this Act shall, in respect of the same, be a Shareholder in the Company, and shall be entitled to a Dividend, either preferential or ordinary, as the Case may be, with the other Holders of Shares of the same Class or Description, proportioned to the whole Amount from Time to Time called and paid on such new Shares.

33. Except

Votes and Qualifications in respect of new Shares created by Company.

33. Except as otherwise expressly provided by the Resolution creating the same, all new Shares created by the Company under the Powers of this Act shall, in proportion to the aggregate Amount of Capital in such Shares held by the same Person at the same Time, confer the like Qualifications and Rights of voting as the like aggregate Amount of Capital in ordinary Shares in the Company would confer.

Power to raise Capital under any other Act of this Session and this Act by new Shares of One Class.

34. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares, then, subject to the Provisions of the other Act and this Act respectively, the Company, if they think fit, may raise by the Creation and Issue of new Shares of one and the same Class, all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares.

Saving Rights of Holders of existing Preference Shares.

35. Provided always, That any Preference or Priority in the Payment of Interest or Dividends which may be assigned to any Shares to be created by virtue of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividends theretofore made payable by that Company in pursuance of any previous Act of Parliament, or which may be otherwise lawfully subsisting.

Calls.

36. Provided also, That Twenty Pounds *per Centum* on the nominal Amount of each of such new Shares shall be the greatest Amount of any One Call which the Directors may make on the Shareholders in respect of the Money by this Act authorized to be raised, and Three Months at the least shall be the Interval between successive Calls, and the aggregate Amount of Calls on any One Share in any One Year shall not exceed Three Fourths of the Amount of such Share.

Power to borrow on Mortgage.

37. After Shares for the whole of the Sum by this Act authorized to be raised by Shares shall have been issued and taken up, and One Half of such Sum shall have been paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all the Capital which the Company are by this Act authorized to raise by the Creation of new Shares are *bonâ fide* held by Persons or their Assigns, and for which such Persons or their Assigns are legally liable, the Directors of the Company may borrow on Mortgage such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any General or Special General Meeting of the Company not exceeding in the whole (in addition to the Sums which they are or may be authorized to borrow by any other Act or Acts of Parliament) the Sum of Twenty-three thousand Pounds, and all and every Part of the Money so to be borrowed shall be applied to the Purposes of this Act, and to no other Purpose.

38. All

Former Mortgages to have Priority.

38. All Mortgages or Bonds granted under the Authority of any former Act relating to the Company, and which shall be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over any Mortgages to be granted by virtue of this Act.

Company may apply Monies to Purposes of this Act.

39. The Company may from Time to Time apply to any of the Purposes of this Act any Monies from Time to Time raised by them, and which are not by any of the Acts relating to the Company made applicable to any special Purpose, or which, being so made applicable, are not required for the special Purpose.

Interest not to be paid on Calls paid up.

40. The Company shall not, 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 borrowing, pay to any Shareholder Interest or Dividend on the Amount of the Calls made in respect of Shares held by him: 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 of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

41. The Company shall not, out of any Money by this Act or any other Act authorized to be raised by the Company, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament from Time to Time 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 make any other Railway, or execute any other Work or Undertaking.

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

42. Nothing in this Act contained shall exempt the Railways by this Act authorized 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, or of the Rates of small Parcels in respect of the Railways by this Act authorized.

Expenses of Act.

43. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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