ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. cli.

An Act for enabling the *Great Western* Railway Company to construct a Railway from their *Birmingham, Wolverhampton, and Dudley* Line in the Parish of *West Bromwich* to the *South Staffordshire* Railway in the Parish of *Tipton* in the County of *Stafford;* and for other Purposes.

[13th *July* 1863.]

WHEREAS it is expedient that the *Great Western* Railway Company (in this Act called "the Company") should be empowered to construct a Railway from the *Birmingham, Wolverhampton, and Dudley* Railway in the Parish of *West Bromwich* to the *South Staffordshire* Railway in the Parish of *Tipton,* all in the County of *Stafford:* And whereas Plans and Sections showing the Line and Levels of the proposed Railway 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 with the Clerk of the Peace for the County of *Stafford:* 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 (Branch at *Great Bridge*) Act, 1863."

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" shall mean the Railway and the Works connected therewith by this Act authorized, and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act incorporated herewith, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

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.

Power to make Railway according to deposited Plans.

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

A Railway commencing in the Parish of *West Bromwich* by a Junction with the *Birmingham, Wolverhampton, and Dudley* Railway;

Railway, near to the Railway Bridge at *Brick House Lane*, on the *Great Bridge* Branch of the said *Birmingham, Wolverhampton, and Dudley* Railway, and terminating in the Parish of *Tipton* by a Junction with the *South Staffordshire* Railway South-west of the Bridge which carries the Turnpike Road from *Great Bridge* to *Gospel Oak* over the said *South Staffordshire* Railway:

And the said Railway 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."

Power to alter Engineering Works.

7. 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 11th, 12th, and 15th 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 11th, 12th, 14th, or 15th Sections of "The Railways Clauses Consolidation Act, 1845."

As to Junction, &c. with South Staffordshire Railway.

8. The Company shall make the Junction with the *South Staffordshire* Railway (which is now leased to the *London and North-western* Railway Company) at such Place within the Limits of Deviation defined on the Plans as the *London and North-western* Railway Company shall agree to, and not otherwise, and all Works required for effecting a Junction or Junctions upon or affecting the Lands and Works, including the Extension or widening of any Bridge or Bridges of the *South Staffordshire* Railway Company, shall be made according to Plans to be first approved of by and to the reasonable Satisfaction of, the Engineer of the *London and North-western* Railway Company, and shall be executed

cuted under his Superintendence and Control, and at the Expense of the Company.

Company not to take Lands belonging to the South Staffordshire or London and North-western Company without Consent.

9. 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 *South Staffordshire* Railway Company, or to the *London and North-western* Railway Company, or either of them, or to alter, vary, or interfere with the *South Staffordshire* Railway, or any of the Works thereof, further or otherwise than is necessary for the proper and convenient Junction between their said Railway and the Railway hereby authorized, without the Consent in Writing in every Instance for that Purpose had and obtained of the *London and North-western* Railway Company.

Signals, &c. to be erected and maintained, and Persons appointed by London and North-western Company at Point of Junction.

10. The *South Staffordshire* Railway Company or the *London and North-western* Railway Company may from Time to Time erect, maintain, and alter such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons as they may deem necessary for the Prevention of Danger to, Detention of, or Interference with the Traffic at or near the said Junction; and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Persons, whether on the Land of the said *South Staffordshire* Railway Company or the *London and North-western* Railway Company, or on the Land of the Company, shall belong exclusively to the *South Staffordshire* Railway Company, and to the *London and North-western* Railway Company; and all the Expenses during each Half Year of erecting, altering, repairing, and maintaining such Signals, Works, and Conveniences, and of the Wages of such Watchmen, Pointsmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company to the *South Staffordshire* Railway Company or to the *London and North-western* Railway Company, as the Case may be; and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Saving Rights of the London and North-western 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 *South Staffordshire* Railway Company or of the *London and North-western* Railway Company otherwise than is hereby expressly provided.

Company to make Bridges or Viaducts

12. And whereas the Railway hereby authorized is intended to be carried by means of Bridges over several of the Canals and Works of the Company of Proprietors of the *Birmingham* Canal Navigations (which Company

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 lower Pond of the *Rider's Green* Locks in the Parish of *West Bromwich* in the County of *Stafford*, and over the Canal called the *Haines* Branch at the *Great Bridge* Wharf in the Parish of *Tipton* in the same County, 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 the said Canal and the said lower Pond of *Rider's Green* Locks, 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 Canal and Lock Pond, 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 Lock Pond respectively, 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 Canal and Lock Pond commence at a Point not being less than Eight Feet above the present Surface of the Towing-paths of the said Canal and Lock Pond respectively, and the under Side of the Middle of the Arch shall not be less than Ten Feet above the Topwater Level of the said Canal and of the said Lock Pond respectively, and the extreme Width of each such Bridge between the Parapet Walls thereof shall not exceed Thirty Feet.

over the Birmingham Canal in prescribed Manner.

13. The Company shall at their own Expense at all Times for ever after the said Bridges shall have been completed keep the same 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 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 Repairs shall arise from the sinking of such Bridges or either of them, or any Part thereof respectively, or from any other Cause whatsoever,

Company to keep Bridges, &c. in repair.

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, or 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 for 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 either of 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 Canal.

14. Except as herein specially provided, it shall not be lawful for the Company, or any Person in the Execution of this Act, to alter the Course of the said Canal or of the said Lock Pond, or to contract the Width of the same Canal or Lock Pond 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 Course or Supply of the Water in or to the said Canal and Lock Pond, 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 oor belonging to the said Canal and Lock Pond or either of them; and

it

it shall not be lawful for the Company (except for the Purpose of crossing the said Canal or Lock Pond as aforesaid) to take or interfere with the said Canal or Lock Pond or either of them, or to make any lateral Deviation from the Course or Direction of the said Railway 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 Damage 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 such Bridges as aforesaid or either of them, or any of the Slopes, Banks, or Works of the said Railway, near the said Canal and Lock Pond 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 Canal and Lock Pond or either of them, or the Towing-paths thereof or either of them, or any of the Works connected therewith respectively, 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 Canal and Lock Pond 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.

As to Construction of Railway over certain Properties in the Parish of Tipton.

16. The Railway shall be carried across the Properties numbered on the said Plans 5, 8, 9, 10, and 11 in the Parish of *Tipton* by means of a Viaduct; and the Span of the Arch or Opening over the Canal numbered 5 shall include a Space of not less than Sixteen Feet on the Westerly Side of the Canal; and there shall also be another Opening in the said Viaduct on the same Side of the Canal and between the last-mentioned Opening and the Road numbered 10, as large as is compatible with the ordinary Execution of the Works of the said Railway.

The Springs of the Birmingham Canal Company to be preserved.

17. 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

take for the Use of the said Canal and Lock Pond or either of them or any other of their Canals or Works, or to prevent any Waters flowing into the said Canal and Lock Pond or either of them or any other of the Canals or Works of the *Birmingham* Canal Company, 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 Canal and Lock Pond or either of them or any other of the Canals or Works of the *Birmingham* Canal Company 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.

18. And whereas the said Railway may also intervene between the said Canal or Lock Pond or some other Canals of the *Birmingham* Canal Company and Lands on which Steam Engines may hereafter be erected, between which and the said Canal or Lock Pond or other Canals, or some or One of them, Communications 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 be settled by Arbitration.

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

19. 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 or 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.

As to the Crossing over the Birmingham and Wednesbury Turnpike Road.

20. The Bridge or Viaduct for carrying the Railway over or across the Turnpike Road leading from *Great Bridge* to *Gospel Oak* shall between the Abutments thereof be of the full Width of the said Turnpike Road and Footpaths at the Point of crossing, and the clear Height from the Surface of the Road to the under Side of the Arch shall not be less than Fifteen Feet Six Inches for a Space of Twelve Feet, and the clear Height at the springing of the Arch shall not be less than Twelve Feet from the Surface of the Road, and it shall not be lawful for the Company in the Construction of the Works by this Act authorized to alter the Gradient of the present Road so as to make the Descent of such Road more than One Foot in Twenty-eight Feet.

21. The

Powers for compulsory Purchases limited.

21. 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 Railway.

22. The Railway 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 as shall then be completed.

Penalty if Railway not completed within Time limited.

23. After the Expiration of Three Years after the passing of this Act, if the Railway be not then completed, the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the same shall be completed and opened for public Traffic, but no Penalty shall accrue in respect of any Time during which it shall appear by a Certificate to be obtained from the Board of Trade, that the Company was prevented from completing or opening the Railway by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Power to raise additional Money.

24. 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 Fifty-four 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.

25. For the Purpose of raising such Sums of Money the Company may, with the Consent of Three Fourths 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 Five Pounds *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. to be stated on Certificates.

26. 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.

27. 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.

28. 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.

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

29. 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.

30. 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: Provided that in the Resolution of any Meeting of the Company authorizing the Creation and Issue of new Shares the respective Proportions of such new Shares which are to be created and raised under the Powers of this Act, and for the Purposes of any other Act of the Company, shall be specified.

Saving Rights of Holders of existing Preference Shares.

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

Calls.

32. 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

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.

33. 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 Eighteen 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.

Former Mortgages to have Priority.

34. 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 under the Authority of this Act.

Company may apply Monies to Purposes of this Act.

35. 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.

36. 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 the 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

37. 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

paid out of Company's Capital.

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.

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

38. Nothing in this Act contained shall exempt the Railway 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 for small Parcels in respect of the Railway by this Act authorized.

Expenses of Act.

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

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1863.