ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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several Private Acts relating to the same Purposes being in force at the same Time, it is expedient that the recited Act be repealed, and that some of the Powers and Provisions thereof be amended and re-enacted or continued by this Act: And whereas such several Purposes cannot be effected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:

Short Title.

I. That this Act may be cited for any Purpose as "The *North and South Western Junction* Railway Act, 1853."

Commencement of Act.

II. That this Act shall commence and have Effect on and from the Fourth *Wednesday* next after the passing thereof.

8 & 9 Vict. cc. 16. 18. & 20. incorporated with this Act.

III. That "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," so far as the same are not expressly varied by this Act, shall be incorporated with this Act.

Recited Act repealed.

IV. That, subject to the Provisions of this Act, the recited Act is by this Act repealed.

Company to remain incorporated.

V. That, notwithstanding the Repeal of the recited Act, the Company shall for the Purposes of this Act, and as from the passing of the recited Act, remain incorporated by the Name of "The *North and South Western Junction* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but within the Restrictions of this Act.

Company to remain entitled to Property.

VI. That, notwithstanding the Repeal of the recited Act, the Company shall remain and be seised and possessed of and entitled to all the Lands, Railway Works, Buildings, Estates, Monies, Property, Effects, Claims, and Demands whatsoever of or to which the Company are by virtue of the recited Act or otherwise howsoever immediately before the Commencement of this Act seised, possessed, or in any way entitled, at Law or in Equity or otherwise howsoever, with the Appurtenances, as if this Act were not passed.

Company to remain entitled to Rights under other Acts.

VII. That, notwithstanding the Repeal of the recited Act, the several Clauses and Provisions whatever in favour of the Company contained in any Act or Acts other than the recited Act, and which immediately before the Commencement of this Act are in force, shall apply on and from

from the Commencement of this Act to the Company, and their Directors, Officers, and Servants, and shall remain and be in full Force accordingly, and they respectively may and shall accordingly and for the Purposes of this Act be entitled to, and have, exercise, and enjoy, all such Rights, Interests, Powers, Authorities, and Privileges whatsoever as if this Act were not passed they respectively under and by virtue of the same might be entitled to, or might have, exercise, or enjoy.

Sections of recited Act in Schedule (although repealed) to remain in force.

VIII. That, notwithstanding the Repeal of the recited Act, the several Sections and Provisions thereof which are given in the Schedule to this Act annexed, so far as the same respectively are at the Commencement of this Act in force, shall remain and be in force, and this Act, and the several Powers and Provisions thereof, shall in all respects be subject and without Prejudice to those Sections and Provisions respectively, and this Act or anything therein contained shall not in any Manner extend, restrict, alter, interpret, or affect those Sections and Provisions, or any of them.

Conveyances, &c. to remain in force.

IX. That, notwithstanding the Repeal of the recited Act, all Purchases, Sales, Conveyances, Assignments, Leases, Mortgages, Bonds, Contracts, Agreements, Securities, and other Acts and Things before the Commencement of this Act made, done, entered into, executed, or instituted under or by virtue of the recited Act, or with reference to the Purposes thereof, or otherwise concerning the Undertaking of the Company or any Part thereof, shall be as good, valid, and effectual to all Intents and Purposes whatsoever, for, against, and with reference to the Company, as if this Act were not passed, and may be proceeded on and enforced accordingly, and all Contracts and Arrangements entered into by or on behalf of the Company for any of the Purposes of or with respect to their Undertaking shall be binding on and performed and observed by the Parties thereto.

Actions not to abate.

X. That, notwithstanding the Repeal of the recited Act, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the Company before the Commencement of this Act shall not abate or be discontinued or be prejudicially affected by this Act, but, on the contrary, shall continue and take effect, both in favour of and against the Company, in like Manner in all respects as the same would continue and take effect if this Act were not passed; and all Offences against the Provisions of the recited Act committed before the Commencement of this Act may be prosecuted, and all Penalties incurred by reason of such Offences may be sued for, in like Manner in all respects as if this Act were not passed.

XI. That,

As to Monies paid into the Bank of England, &c.

XI. That, notwithstanding the Repeal of the recited Act, in every Case in which under the Provisions of that Act any Money was before the Commencement of this Act paid by the Company into the Bank of *England*, or to any Trustees or Trustee, as Purchase or Compensation Money, or on any other Account, such Money, or the Stocks, Funds, or Securities in or upon which the same is or shall be invested, by the Order of the Court of Chancery or otherwise, and the Interest, Dividends, and annual Produce thereof, shall, after the Commencement of this Act, be applied and disposed of pursuant to that Act, and the Obligations of the Company under that Act with respect to such Monies, Stocks, Funds, and Securities shall be performed and observed by the Company.

Shareholders shall continue to pay Calls.

XII. That, notwithstanding the Repeal of the recited Act, the several Persons and Corporations who immediately before the Commencement of this Act are the Shareholders of the Company, their Heirs, Executors, Administrators, Successors, and Assigns respectively, shall pay to the Company the Amount of their respective Shares, or so much thereof as at the Commencement of this Act is not paid to the Company, with all Interest (if any) due or to accrue due thereon, and shall so pay the same when and as the same is called up or otherwise demanded by the Company, according to the Provisions of this Act.

Debts due to and by the Company to be paid to and by them.

XIII. That, notwithstanding the Repeal of the Recited Act, all Persons who immediately before the Commencement of this Act owed any Sum of Money to the Company or to any Person, on their Behalf, shall pay the same, with all the Interest (if any) due and payable or accruing for the same, to the Company, and all Debts, Monies, and Liabilities which immediately before the Commencement of this Act were due or owing by or recoverable from the Company, or for the Payment and Satisfaction of which the Company are or but for this Act would be liable, shall be paid, with all Interest (if any) due or to accrue due thereon, by or be recoverable from or be satisfied by the Company.

Byelaws, &c. to remain in force.

XIV. That, notwithstanding the Repeal of the recited Act, all Byelaws, Resolutions, Orders, Notices, and Proceeding of the Company and the Directors thereof, made and taken before the Commencement of this Act, shall continue of full Force and Effect as if this Act were not passed, and such Byelaws may be enforced, and all Penalties thereunder may be recovered accordingly: Provided always, that unless such Byelaws be re-enacted under this Act they shall cease to be in force at the Expiration of Six Months after the Commencement of this Act.

XV. That,

Books to be Evidence.

XV. That, notwithstanding the Repeal of the recited Act, all Books, Certificates, Writings, and Documents by that Act directed or authorized to be kept or made, and which if this Act were not passed would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

Directors to remain in Office.

XVI. That, notwithstanding the Repeal of the recited Act, but subject to the Provisions of this Act, the several Persons who at the Commencement of the Act are the Directors of the Company shall remain in Office, and shall retire from Office in the same Rotation as that in which they would retire if this Act were not passed.

Officers to continue.

XVII. That, notwithstanding the Repeal of the recited Act, every Officer and Servant appointed by virtue of or acting under the Authority of that Act shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed an Officer and Servant of the Company, until he be removed from such Office and Employment, and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Rules, Regulations, Pains, and Penalties in all respects whatsoever, as if he were appointed under this Act.

Capital.

XVIII. That on and from the Commencement of this Act the Capital of the Company shall be Sixty-five thousand Pounds in Six thousand five hundred Shares of Ten Pounds each.

Calls.

XIX. That Two Pounds Ten Shillings a Share shall be the greatest Amount of any One Call, and Three Months at least shall be the Interval between successive Calls, and Four Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls in any One Year on any Share.

As to Appropriation of certain Shares.

XX. That Five thousand of the Shares shall be appropriated to the several Corporations and Persons who at the Commencement of this Act are the Shareholders of the Company, and those Five thousand Shares are by this Act vested in those Shareholders respectively, after the Rate of One such Share for every One now existing Share in the now existing Capital of the Company held by them respectively, and shall be deemed paid up to the Extent to which those now existing Shares are at the Commencement of this Act respectively paid up.

Certain Shares to be subject to the same Trusts as now existing Shares.

XXI. That those Five thousand Shares shall be so vested in those Shareholders respectively upon the same Trusts, and subject to the same Powers, Provisions, Declarations, Agreements, Charges, and Incumbrances, upon or to which their respective Shares in the now existing Capital of the Company were immediately before the Commencement

mencement of this Act held or subject, and so as to give Effect to and not to revoke any Will or other Instrument disposing of or affecting any such Shares.

As to Certificates of 5,000 Shares.

XXII. That the Certificates of the Five thousand original Shares created under the recited Act, and existing at the Commencement of this Act, shall be the Certificates of the Five thousand Shares created by this Act which are to be substituted for those original Shares; and it shall not be obligatory on the Company to issue fresh Certificates of such substituted Shares, except in Cases where such Certificates are worn out or damaged, or lost or destroyed.

Certain Shares to be disposed of by Directors.

XXIII. That, subject to the Provisions of this Act, the Directors may dispose of the One thousand five hundred remaining Shares in such Manner and Number, at such Times, and on such Terms and Conditions whatsoever, as they from Time to Time determine: Provided always, that the Directors shall allot such of those One thousand five hundred Shares as are subscribed for before the passing of this Act to the several Persons who have subscribed or shall subscribe for the same.

Power to borrow on Mortgage.

XXIV. That the Company may borrow on Mortgage or Bond any Sum not exceeding in the whole, inclusive of the Money borrowed by the Company under the recited Act, and at the Commencement of this Act remaining due, the Sum of Twenty thousand six hundred and sixty-six Pounds; but any further Part of that Sum exceeding One thousand six hundred and sixty-six Pounds shall not be borrowed until the whole of the One thousand five hundred new Shares are subscribed for, and One Half thereof paid up.

Priority for existing Mortgages.

XXV. Provided always, That all Mortgages or Bonds granted by the Company, and in force at the Commencement of this Act, shall during the Continuance thereof have Priority over all the Mortgages and Bonds granted under this Act.

Arrears may be enforced by Appointment of Receiver.

XXVI. That the Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize the Requisition for a Receiver shall be Two thousand five hundred Pounds.

Interest not to be paid on Calls paid up.

XXVII. 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 Interest or Dividend to any Shareholder on the Amount of the Calls on his Shares: Provided always, that this Act shall not prevent the Company from paying to any

any Shareholder such Interest on Money advanced by him in anticipation of Calls as is in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845."

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

XXVIII. That the Company shall not, out of any Money by this Act authorized to be raised for the Purposes thereof, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament from Time to Time in force is required to be deposited in respect of any Application to Parliament for an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Application of Monies.

XXIX. Provided always, That all and every Part of the Money raised by Shares or borrowed under this Act shall be applicable only for the Purposes by this Act authorized.

Ordinary Meetings.

XXX. That the Ordinary Meetings of the Company shall be held half-yearly on the First Day of *February* and the First Day of *August* in every Year, or within One Month before or after those Days respectively.

Number of Directors.

XXXI. That the Number of the Directors shall be Nine, and the Qualification of a Director shall be the Possession in his own Right of Thirty Shares.

Power to reduce the Number of Directors.

XXXII. That the Company may from Time to Time reduce the Number of Directors, provided the reduced Number be not less than Seven.

Quorum for Meetings.

XXXIII. That the Quorum of a Meeting of Directors shall be Four Directors.

Number of Committees.

XXXIV. That the Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Three or more than Five, and the Quorum of any such Committee shall be Two Directors.

Receipts on behalf of incapacitated Persons.

XXXV. That if any Money be payable to any Shareholder, being a Minor, Idiot, or Lunatic, the Receipt of his respective Guardian or Committee shall be a sufficient Discharge to the Company for the same.

Newspaper for Advertisements.

XXXVI. That the Newspaper for Advertisements shall be a Newspaper published in the County of *Middlesex*.

XXXVII. That

Company empowered te maintain existing Railway.

XXXVII. That from and after the Commencement of this Act the Company may from Time to Time complete, repair, and maintain the *North and South Western Junction* Railway by the recited Act authorized, and the Works and Conveniences thereof: Provided always, that this Act shall not extend the Period for the compulsory Purchase of Lands or for completing the Railway and Works by the recited Act respectively limited.

Power to take Lands for new Works.

XXXVIII. And whereas Plans and Sections showing the Line and Levels of the Branch Railway by this Act authorized to be made, and also Books of Reference to those Plans containing the Names of the Owners or reputed Owners and Lessees or reputed Lessees and Occupiers of the Lands which may be required for the Purposes of the same, have been deposited with the Clerk of the Peace for the County of *Middlesex:* Therefore, subject to the Powers and Provisions of this Act, the Company may make and maintain the Branch Railway and Works in the Line and Situation and in or upon the Lands delineated upon those Plans and described in those Books of Reference, and according to the Levels defined on those Sections, and may enter upon, take, and use such of those Lands as they think requisite for the Purposes of this Act.

Lands for extraordinary Purposes.

XXXIX. That the Company may purchase for extraordinary Purposes any Quantity of Land not exceeding in the whole Ten Acres.

Period for compulsory Purchase of Lands.

XL. That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Branch Railway and Works.

XLI. That the Branch Railway by this Act authorized is the following; to wit,

A Branch Railway commencing by a Junction with the Line of the *North and South Western Junction* Railway in the Parish of *Acton* in the County of *Middlesex*, at a Point on that Line Twenty-two Yards or thereabouts Northward of the Point where that Railway crosses on the Level *Turnham Green Lane*, leading from *Turnham Green* to *Acton*, and terminating in or near a Market Garden in the Parish of *Chiswick* in that County, in the Occupation of *George Henry Matyear*, which Market Garden is bounded on the South by the Turnpike Road leading from *London* to *Brentford*, and on the East by the new Road leading out of that Turnpike Road to *Shepherd's Bush* and *Bayswater*;

And that Branch Railway shall be Part of the *North and South Western Junction* Railway.

XLII. That,

A certain Road may be crossed on the Level.

XLII. That, subject to the Provisions of this Act, the Company may carry the Branch Railway across and on the Level of the Road numbered on the deposited Plans as follows; to wit,

The Road numbered 1 in the Parish of *Chiswick*, and 6 in the Parish of *Hammersmith*.

Company to erect a Station or Lodge at Points of level Crossings, and to abide by Regulations of Board of Trade;

XLIII. That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or a Lodge at the Points where the Branch Railway crosses that Road on the Level, or where the Railway by the recited Act authorized crosses any Roads on the Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of those Roads respectively on the Level, or with regard to the Speed at which Trains shall pass those Roads respectively, as are from Time to Time made by the Board of Trade; and if the Company fail to erect or at all Times to maintain any such Station or Lodge, or to appoint a proper Person to watch or superintend the crossing at any such Point or Station, or to abide by any such Rule or Regulation, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence continues after such Penalty of Twenty Pounds is incurred.

who may require Bridges to be erected in lieu of level Crossings.

XLIV. That the Board of Trade, if it appear to them necessary for the Public Safety, at any Time, either before or after the Branch Railway is completed and opened for public Traffic, may require the Company, within such Time as the Board of Trade appoint, and at the Expense of the Company, to carry any of those Roads respectively either under or over the Railway by the recited Act authorized, or the Branch Railway, by means of a Bridge or Arch, in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case appear to the Board of Trade best adapted for removing or diminishing the Danger arising from any such level Crossing.

Period for Completion of Works.

XLV. That the Branch Railway shall be completed within Three Years after the Commencement of this Act, and on the Expiration of such Period the Powers of the Company for executing the Branch Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

After Three Years, no Dividend to be payable upon certain unguaranteed Shares,

XLVI. That after the Expiration of Three Years from the passing of this Act it shall not be lawful for the Company to pay any Dividend upon any Shares in the Capital of the Company (not being Shares upon which any fixed or guaranteed Dividend may be payable) unless and

unless Branch Railway be opened for Traffic.

and until the Branch Railway shall be opened for the Purposes of public Traffic.

As to Works under Jurisdiction of the Metropolitan Commissioners of Sewers.

XLVII. That, notwithstanding this Act, or anything therein contained, no Work shall be done under the Powers of this Act which in any way interferes with any Sewers, Drains, or Watercourses under the Control of the Metropolitan Commissioners of Sewers, and no new Sewers, Drains, or Watercourses, or Works of Drainage, shall be made or done under the Powers of this Act, unless the same be previously approved by those Commissioners, and the same shall be carried on and completed under the Direction and Control of those Commissioners and their Officers, and all Sewers, Drains, Watercourses, and Works of Drainage made under the recited Act and this Act respectively shall be and remain subject in all respects to the Jurisdiction of those Commissioners; and whenever any Embankment or Works of the Company would intersect or interfere with any Sewer, Drain, or Watercourse under the Control of those Commissioners, the Company shall, before any such Embankment or Works be made or done, construct such proper Sewers or Works of Drainage, and also comply with such Orders and Regulations as those Commissioners of Sewers make to guard against Injury to the Drainage of the District; and the recited Act and this Act, or anything therein respectively contained, shall not take away, lessen, prejudice, or alter any of the Jurisdictions, Rights, Powers, or Authorities of those Commissioners.

Tolls.

XLVIII. That the Company may demand and take any Tolls for the Use of the Railway and Branch not exceeding the following; (to wit,)

Tonnage on Articles of Merchandise.

In respect of the Tonnage of all Articles conveyed thereon or upon any Part thereof, and included within the following Classes:

Class 1. For all Coals, Coke, Culm, Charcoal, and Cinders, Compost, Dung, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways, and all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile not exceeding One Penny;

And if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny;

And if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 2. For all Sugar, Grain, Corn, Flour, Fish, Hides, Dyewoods, Earthenware, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices,

Vices, and Chains, *per* Ton *per* Mile not exceeding One Penny Halfpenny;

And if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny;

And if propelled by any Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 3. For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per* Ton *per* Mile not exceeding Twopence;

And if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny;

And if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

Class 4. And for every Carriage, of whatever Description, (not being a Carriage adapted and used for travelling on a Railway, and not weighing more than Two Tons), *per* Mile not exceeding Fourpence;

And if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding One Penny;

And if propelled by an Engine belonging to the Company, a further Sum *per* Mile not exceeding One Penny;

And the Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter a Ton above Two Tons which any such Carriage may weigh;

And if conveyed on a Truck or Platform belonging to the Company an additional Sum not exceeding One Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons;

And if propelled by an Engine belonging to the Company, a further Sum not exceeding One Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons:

Tolls for Animals, &c.

In respect of Animals conveyed in Carriages upon the Railway and Branch, as follows:

Class 5. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence;

And if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny;

And if such Carriage be propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

Class 6. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, the Sum of One Penny *per* Mile;

And if conveyed in any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny;

And if such Carriage be propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

Class 7. For every Calf or Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per* Mile not exceeding One Halfpenny;

And if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing;

And if propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing:

Tolls for Passengers.

In respect of Passengers conveyed in Carriages upon the Railway and Branch, as follows:

For every Person conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence;

And if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing;

And if propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing.

Regulation as to the Tolls:

XLIX. That the following Provisions and Regulations shall be applicable to the fixing of such Tolls; (to wit,)

Short Distances:

For Articles or Persons conveyed on any Part of the Railway and Branch respectively the Company may demand Tolls and Charges as for the whole Length thereof, except only in the Case of Third-class Passengers, who shall be charged only the Distance actually travelled:

Fractional Parts of a Ton:

For a 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:

General Weight:

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

Weight of Stone and Timber.

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 Weight, and so in proportion for any small Quantity.

Tolls for small Parcels and Articles

L. That with respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this

this Act, the Company may demand and take the Tolls following; (to wit,) of great Weight.

For the Carriage of small Parcels on the Railway and Branch, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Fourpence;

For any Parcel not exceeding Fourteen Pounds in Weight, Eightpence;

For any Parcel not exceeding Twenty-eight Pounds in Weight, One Shilling and Fourpence;

For any Parcel not exceeding Fifty-six Pounds in Weight, Two Shillings;

And for Parcels exceeding Fifty-six Pounds in Weight but not exceeding Five hundred Pounds in Weight the Company may demand any Sum they think fit:

Provided that Articles sent in large aggregate 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 applies 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, exceeds Four Tons but does not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence *per* Ton *per* Mile;

And if conveyed in or upon a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding Fourpence;

And if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding Threepence:

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

LI. That every Passenger travelling upon the Railway and Branch may take with him his ordinary Luggage, not exceeding One hundred and fifty 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. Passengers Luggage.

LII. That the maximum Rates of Charge to be made by the Company for the Conveyance of Passengers upon the Railway and Branch, including the Tolls for the Use thereof, and of Carriages, and for locomotive Maximum Rates of Charges for Passengers.

locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Passenger conveyed in a First-class Carriage, the Sum of Twopence Halfpenny *per* Mile:

For every Passenger conveyed in a Second-class Carriage, the Sum of One Penny Three Farthings *per* Mile:

For every Passenger conveyed in a Third-class Carriage, forming Part of a mixed Train, the Sum of One Penny *per* Mile.

Maximum Charges for Goods and Animals.

LIII. That the maximum Rate of Charge to be made by the Company, including the Tolls for the Use of the Railway and Branch, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance (except the loading and unloading of Goods, when such Service is performed by the Company), shall not exceed the following Amounts:

For the Matters mentioned under Class One, not exceeding Twopence *per* Ton *per* Mile:

For the Matters mentioned under Class Two, not exceeding Twopence Halfpenny *per* Ton *per* Mile:

For the Matters mentioned under Class Three, not exceeding Threepence Halfpenny *per* Ton *per* Mile:

For any Carriage mentioned under Class Four, not weighing more than Two Tons, not exceeding Sixpence *per* Mile;

And if weighing more than Two Tons, not exceeding Twopence *per* Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons;

For everything mentioned under Class Five, not exceeding Fourpence *per* Mile:

For everything mentioned under Class Six, not exceeding Twopence Halfpenny *per* Mile;

For everything mentioned under Class Seven, not exceeding One Penny *per* Mile.

Restriction as to Charges not to apply to special Trains.

LIV. That the Restriction as to the Charges to be made for Passengers does not extend to any special or extra Train required on the Railway and Branch, but applies only to the express and ordinary Trains from Time to Time appointed by the Company for the conveying of Passengers and Goods upon the Railway and Branch.

Company may take increased Charges by Agreement.

LV. Provided always, That the Company may take any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either by reason of any special Service performed by the Company in relation thereto, or with respect to the Conveyance of any Goods other than small Parcels by

Passenger

Passenger Trains, or with respect to the Conveyance of small Parcels by express Trains.

Saving Rights of certain Railway Companies.

LVI. That, except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights, Powers, Authorities, or Privileges of the *London and North-western* Railway Company, the *Great Western* Railway Company, the *London and South-western* Railway Company, or the *Windsor, Staines, and South-western* (*Richmond* to *Windsor*) Railway Company.

Saving Rights of Grand Junction Canal Company.

LVII. That, except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights, Powers, Authorities, or Privileges of the *Grand Junction* Canal Company.

Railway, &c. not exempt from Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. c. 57., and 14 & 15 Vict. c. 61.

LVIII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways;* and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways;* and another Act was passed in the Fourteenth and Fifteenth Years of the Reign of Her said Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways:* Be it enacted, That nothing in this Act contained shall be held to exempt the said Railway hereby authorized, or the said Company in respect thereof, from the Provisions of the same several Acts respectively, but that such Provisions shall be in force with reference to the same Railway and Company in respect thereof, so far as the same are applicable.

Railway, &c. not exempt from Provisions of future General Acts.

LIX. That this Act, or anything therein contained, shall not exempt the Railway and Branch from the Provisions of any General Act relating to this Act, or 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 the present or any future Session of Parliament, or from any future Revision

sion and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or of the Rates for small Parcels by this Act authorized.

Expenses of Act.

LX. That all the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company.

SCHE-

SCHEDULE referred to in the foregoing Act.

The Sections of the North and South Western Junction Railway Act, 1851, *which are to remain in full Force.*

SECTION XXXIV.

That the Railway hereby authorized to communicate with the London and North-western Railway shall communicate therewith at the respective Points where, according to the Plan deposited as in that Act mentioned, such Railway appears to communicate therewith, and at no other Point, without the Consent of the London and North-western Railway Company under their Common Seal, and that all Communications between that Railway and the said London and North-western Railway shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction and laid in the Manner most approved from Time to Time, and to the entire Satisfaction of the principal Engineers for the Time being of the said London and North-western Railway.

Communication and Construction of Railway with the London and North-western Railway.

SECTION XXXV.

That the Expense of such Communications, and of all necessary Openings in the Rails thereof respectively, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, and also of keeping the same in repair, shall be borne and paid by the North and South Western Junction Railway Company; and that all such Communications, Openings, and other Works shall not only be in the first instance made and done, but shall also from Time to Time be altered, amended, repaired, and maintained, to the reasonable Satisfaction of the Engineer for the Time being of the said London and North-western Railway Company on each Occasion, and in such Manner and Form, and by such Ways and Means, as shall not in anywise prejudice or injure the said London and North-western Railway Company, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the said Railway; and the Control and Management of all such Communications, Openings, and other Works shall be and the same is hereby vested exclusively in the London and North-western Company.

Communications, &c. to be made at the Cost of the North and South Western Junction Railway Company, and subject to the Approval of the Engineer of the London and North-western Railway Company.

SECTION XXXVI.

Land not to be entered upon except for forming Junction, without the Consent of the London and North-western Railway Company.

That, notwithstanding anything in this Act contained, it shall not be lawful for the said North and South Western Junction Railway Company, or for any other Company, or for any other Person acting under or in execution of this Act or of the recited Act, without the Consent of the said London and North-western Railway Company under their Common Seal, either permanently or temporarily to enter upon, take, or use any of the Land or Property of the said London and North-western Railway Company, or which they have Power to take or use under their respective Acts of Parliaments, or in any Manner to alter, vary, or interfere with the said London and North-western Railway, or any of the Works appertaining thereto, save only for the Purpose of effecting the Junctions by the recited Act authorized.

SECTION XXXVII.

Saving Rights of the London and North-western Railway Company.

That nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of or vested in or belonging to the said London and North-western Railway Company, but all their Rights, Privileges, Powers, and Authorities under their several Acts of Parliament and otherwise are hereby expressly saved and reserved.

SECTION XXXVIII.

Construction Railway with reference to the Windsor, Staines, and South-western (Richmond to Windsor) Railway.

That the Railway hereby authorized to communicate with the Loop Line of the Windsor, Staines, and South-western (Richmond to Windsor) Railway shall communicate therewith at the respective Points where, according to the Plan deposited as in that Act mentioned, such Railway appears to communicate therewith, and at no other Point, without the Consent of the London and South-western Railway Company, under their Common Seal; and that all Communications between the said Railway and the said Windsor, Staines, and South-western (Richmond to Windsor) Railway shall be effected in a substantial and workmanlike Manner, by means of Connexion Rails and Points of the Construction and laid in the Manner most approved from Time to Time, and to the entire Satisfaction of the principal Engineer for the Time being of the said London and South-western Railway Company.

SECTION XXXIX.

Communications, &c. to be made at the Cost of the North and South Western Junction

That the Expenses of the Communications hereby authorized with the Windsor, Staines, and South-western (Richmond to Windsor) Railway, and of all necessary Openings in the Rails thereof respectively, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such

such Rails and Points, and of regulating and adjusting the same, and also of keeping the same in repair, shall be borne and paid by the North and South Western Junction Railway Company; and that all such Communications, Openings, and other Works shall not only be in the first instance made and done, but shall also from Time to Time be altered, amended, repaired, and maintained, to the reasonable Satisfaction of the Engineer for the Time being of the said London and South-western Railway Company on each Occasion, and in such Manner and Form, and by such Ways and Means, as shall not in anywise prejudice or injure the said Windsor, Staines, and South-western (Richmond to Windsor) Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same; and the Control and Management of all such Communications, Openings, and other Works shall be and the same is hereby vested exclusively in the London and South-western Railway.

Railway Company, and subject to Approval of the Engineer of the London and South-western Railway Company.

Section XL.

That, notwithstanding anything in this Act contained, it shall not be lawful for the North and South Western Junction Railway Company, or for any other Company, or for any other Person acting under or in execution of this Act or of the recited Act, without the Consent of the said London and South-western Railway Company under their Common Seal, either permanently or temporarily to enter upon, take, or use any of the Land or Property of the said London and South-western Railway Company, or of the said Windsor, Staines, and South-western (Richmond to Windsor) Railway Company, or which the same Companies or either of them have Power to take or use, or in any Manner to alter, vary, or interfere with the said Windsor, Staines, and South-western (Richmond to Windsor) Railway, or any of the Works appertaining thereto, save only for the Purpose of effecting the Junctions therewith by this Act authorized.

Land not to be entered upon, except for forming Junction, without the Consent of the London and South-western Railway Company.

Section XLI.

That nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of or vested in or belonging to the said London and South-western Railway Company, or the said Windsor, Staines, and South-western (Richmond to Windsor) Railway Company, but all their respective Rights, Privileges, Powers, and Authorities under the several Acts relating to the same Companies respectively and otherwise are hereby expressly saved and reserved.

Saving Rights of the London and South-western and Windsor, Staines, and South-western (Richmond to Windsor) Railway Companies.

Section XLIII.

And whereas the said Railway is by the recited Act authorized to be carried over the Grand Junction Canal in the Parish of Acton in the County of Middlesex, and it is expedient to provide against Injury or

Saving Rights of the Grand Junction Canal Company.

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 nothing in this or the recited 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 said Grand Junction Canal, or authorize or empower the said Railway 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 Map or Plan of the said Railway deposited as in the said recited Act mentioned, by which Deviation any of the Wharfs, Warehouses, Locks, Lock-houses, Side Ponds, Towing-paths, Bridges, Banks, or Feeders, or any other Works belonging to the said Grand Junction Canal Company, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said Grand Junction Canal Company in Writing under their Common Seal first had and obtained.

SECTION XLIV.

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

That in carrying the said Railway over the said Grand Junction Canal the said Railway 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, a good and substantial Bridge over the said Canal and the Towing-path thereto, with proper Approaches to such Bridge, and the Soffit of such Bridge shall be at least Ten Feet above the 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 such Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening of not less than Twenty-one Feet for the Waterway in the Middle or deep Part of the said Canal, or in such Place as should be directed by the Engineer or Surveyor for the Time being of the said Canal Company, and Nine Feet for the Towing-path under such Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing such Bridge over the said Grand Junction Canal, and of the necessary Repairs or Renewal thereof, from Time to Time and at all Times to leave an open and uninterrupted navigable Waterway in the said Canal of not less than Sixteen Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments of the said Bridge, or Renewal or Repairs thereof, and of the new Towing-path along the same up to One Foot above the Top-water Level of the said Canal,

and

and which Time for constructing the said Waterway shall not exceed Thirty Days, nor shall less than Twenty-one Feet for the said Waterway and Nine Feet for the said Towing-path be left during the Remainder of the Period of constructing, repairing, or renewing such Bridge, and that the present Towing-path shall remain undisturbed until the new Towing-path Wall shall be erected, and the Ground made good and properly gravelled and open for the free Passage of Horses under such Bridge.

SECTION XLV.

In case of Obstruction to Grand Junction Canal.

That if by reason of any Accident in the Execution of any of the Works by the recited Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of the said Bridge over the said Grand Junction Canal, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, it shall happen that the Main Line of the said Canal or the Towing-path thereof shall be so obstructed that Boats or other Vessels navigating or using the said Canal shall be impeded in their Passage, or shall not be able to pass along the same, or in case the navigable Waterway and Towing-path herein-before required to be preserved during the Progress of the Work shall at any Time be contracted to a less Width than herein is prescribed, then and in such Case the said Railway Company shall pay to the said Grand Junction 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 an 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 said Railway Company, the said Railway Company shall pay to the said Grand Junction Canal Company the Sum of Thirty 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 said Railway Company, the said Grand Junction Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at Westminster; and in case the Bridge to be erected for the said Railway over the said Grand Junction Canal, or the Towing-path Walls under the said Bridge, or the several Approaches, Side 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 Grand Junction Canal Company to do the needful Repair, and to recover the Amount of the Expenses from the said Railway Company

by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Court of Record at Westminster: Provided also, that nothing herein contained shall extend to prevent the said Grand Junction Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company 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 said Railway Company, and an Action for special Damages 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 said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the Grand Junction Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Grand Junction Canal Company against the said Railway 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.

Section XLVI.

Regulating the crossing over the Metropolis Turnpike Road at Acton.

And whereas by the said recited Act the said Railway is authorized to be carried by means of a Bridge over the Turnpike Road from London to Uxbridge near the Eastern End of the Village of Acton, being One of the Turnpike Roads under the Care of the Commissioners of the Metropolis Turnpike Roads North of the Thames, and in the Third District of such Metropolis Roads: Be it enacted, That it shall not be lawful to lower the Level of the said Metropolis Turnpike Road or any Part thereof; and that the said Bridge over the said Metropolis Turnpike Road, and the Footpath by the Side thereof, shall have a clear Height under such Bridge of not less than Sixteen Feet from the Surface of the said Road and every Part thereof, and of not less than Fourteen Feet from the Surface of the said Footpath and every Part thereof, and that the Abutments of such Bridge shall leave a clear Space of Forty Feet for the Width of the said Road and Footpath, and that the said Company shall preserve or restore the raised Footpath on the Side of the said Carriageway, and shall lay down Kerbstones at the Edge of such Footpath, and shall form paved Water Channels between such Kerbstones and the said Carriageway, and shall

shall reconstruct all the Drains of the said Road, and that all such Works shall be done by and at the Expense of the said Company.

Section XLVII.

Only Half the Road to be interfered with at once.

That in constructing the said Bridge and Works only One Half of the Surface of the said Metropolis Turnpike Road over which the same shall be made shall be first interfered with, leaving the other Half of the said Metropolis Turnpike Road for the Passage of the Public until such Time as it is certified in Writing by the said General Surveyor for the Time being that the Half first interfered with has been restored to a good and proper State for the Safety and Convenience of the Public, when it shall be lawful for the said Company to shut up the said other Half of the said Metropolis Turnpike Road; 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 said Company as shall from Time to Time be required in Writing by the said General Surveyor for the Time being; and that the said Road shall be restored in the same Line as the present Road, with no Deviation therefrom; and that the said Road, and the Footpath and paved Channels thereof, respectively, 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 be directed or required in Writing by the said General Surveyor for the Time being.

Section XLVIII.

General Surveyor may require a temporary Road to be substituted.

That it shall not be lawful for the said Company to commence any Work or Works in any way connected with the crossing of the said Metropolis Turnpike Road until Fourteen Days after the said 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 Roads; and if the said General Surveyor shall thereupon require a sufficient Road to be made by the said Company instead of the Road interfered with, that then the said Company shall make and substitute such sufficient Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing 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 the substituted Roads, and the Failure to make the same.

SECTION XLIX.

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

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

SECTION L.

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

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 Metropolis Turnpike Road in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the said 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 said 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.

SECTION LI.

All Works connected with the Metropolis Roads to be constructed under the Superintendence of the General Surveyor of the Commissioners.

That the said Bridge, Metropolis Turnpike Road, Footpath, paved Water Channels, and all other Works connected with the crossing of the said Metropolis Turnpike Road, and also all Repairs and Renewals of the said Bridge and Works respectively which shall hereafter be made by the said Company, shall be constructed and made and formed 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 respectively be as ornamental as shall be consistent with the Nature and Situation of the Work), and the Materials of which the same shall be constructed, shall be such 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 said Company shall do or cause any Injury or Damage to the said Metropolis Turnpike Road or Footpath, or any Part thereof respectively, 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 said Company any Alteration of the said Metropolis Turnpike Road or Footpath, 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, then and in any

of

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 said Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at Westminster.

SECTION LII.

That if and so often as the said 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, substituted Road, and other Works connected with crossing the said Metropolis Turnpike Road or Footpath, and if, after Notice thereof given to the said Company by or on behalf of the said Commissioners of the Metropolis Turnpike Roads North of the Thames, the said 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 said Company, or on Failure of Payment for Twenty-one Days after such Demand the same may be recovered from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at Westminster.

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

SECTION LIII.

That the Railway hereby authorized to be constructed by the said recited Act shall be carried over the Great Western Railway in the Parish of Acton by means of a Bridge or Arch of not less than Thirty Feet Span measured on the Square, and the Soffit of such Bridge or Arch shall be nowhere less than Sixteen Feet above the Level of the Rails of the said Railway; and, subject to the before-mentioned Restrictions, the said Bridge or Arch shall be constructed and formed to the Satisfaction of the Engineer for the Time being of the Great Western Railway Company, and the same shall for ever afterwards be maintained and kept in perfect Order and Repair, to the like Satisfaction, by and at the Expense of the North and South Western Junction Railway Company.

Bridge over the Great Western Railway.

SECTION LIV.

And whereas under or by virtue of Two Acts of Parliament, intitutled respectively "The Great Western Railway Amendment and

Directing the Construction of an Arch if

certain Works executed.

and Extensions Act, 1847," and "The Great Western (West London Widening and Branches) Railway Act, 1847," the Great Western Railway Company are authorized to make and construct a certain Railway or Railways and other Works in the Parish of Acton, in the said County of Middlesex: Be it enacted, That in case the said Railway or Railways and other Works should be so made and constructed in the said Parish of Acton by the said Great Western Railway Company, under the Powers and Authorities now vested in them under or by virtue of the Act or Acts herein-before referred to, the said North and South Western Junction Railway Company shall, at their own Cost and Expense, construct an Arch or Opening for the Purposes of such Railway or Railways as aforesaid, under the Railway hereby authorized to be constructed, and that such Arch or Opening shall be of Thirty Feet Span and Sixteen Feet in Height.

Section LV.

As to diverting a Footpath in the Parish of Acton.

That in carrying the said Railway through a certain Field called or known by the name of Church Field in the Parish of Acton it shall be lawful for the said Company and they are hereby empowered and required, by and with the Consent of the Parishioners of the said Parish in Vestry assembled, and by and with the Consent of the respective Owners, Lessees, and Occupiers interested in the Paths or Roads herein-after named, to stop up and permanently close the Footpath leading across the said Church Field from Acton to East Acton, and numbered One hundred and forty-one in the said Parish on the Plans, as in the said recited Act mentioned; and in the event of the said Footpath being so stopped as aforesaid to make in lieu thereof a good raised Path, proper and suitable for Foot Passengers, to the Satisfaction of the Surveyor of Highways for the Time being of the said Parish, on the Road also leading across the said Field, and numbered One hundred and twenty-one in the said Parish on the said Plans, such Path to commence on the Western Side of the said Railway where it is intended to cross the said last-mentioned Road, and to be continued to the Gates now forming the Entrance into the said Church Field from Acton aforesaid, and that on such Footpath being made in lieu of the one so to be stopped up as aforesaid such new Footpath shall be for ever thereafter maintained by and at the Cost and Expense of the said Parish of Acton in such and the like Manner as and no further than they are now by Law required to repair the present Footpath existing in the same Place which is so to be raised and made as aforesaid.

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