ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

****

Cap. xl.

An Act to confer certain Powers on the Railway Passengers Assurance Company.

[26th *June* 1849.]

WHEREAS certain Persons have formed themselves into a Company under the Name and Style of "The Railway Passengers Assurance Company" for the Purpose of insuring Compensation for Loss of Life or for personal Injury to Persons travelling by Railway, whether arising from Accident or Negligence: And whereas the said Company have obtained a Certificate of complete Registration, and, together with the Shareholders therein, have been incorporated by the Name and Style aforesaid, pursuant to the several Acts passed in the Seventh and Eighth, and Tenth and Eleventh Years of the Reign of Her present Majesty, for the Registration, Incorporation, and Regulation of Joint Stock Companies: And whereas, in order to enable the Company beneficially to carry on their said Business, it is necessary that further and other Powers should be conferred on them in that Behalf: 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, That no Insurance

Insurance Tickets to be exempt from Stamp Duty; Per-centage Duty on Monies received to be paid in lieu.

Ticket issued by the said Company as in this Act mentioned shall be subject or liable to any Stamp Duty whatsoever, but in lieu thereof there shall be payable by the said Company, unto and for the Use of Her Majesty, Her Heirs and Successors, in and throughout the United Kingdom of *Great Britain* and *Ireland*, a Duty at and after the Rate of Five Pounds for every One hundred Pounds upon all Sums which shall be received by the Company for or in exchange for the said Tickets, which Duty shall be under the Care and Management of the Commissioners of Inland Revenue, and shall be denominated and deemed to be a Stamp Duty.

Company to render quarterly Accounts of Money received.

II. And be it enacted, That the said Company shall, within Twenty Days after the Fifth Day of *April*, the Fifth Day of *July*, the Tenth Day of *October*, and the Fifth Day of *January* in every Year, deliver to the said Commissioners at the Chief Office of Inland Revenue a true and faithful Account of all Insurance Tickets which shall have been issued by them, or by any other Company or Person under the Authority of this Act, in any Part of the United Kingdom, during the Quarter of a Year ending on any of the said Days next preceding the Delivery of such Account, and of all Sums of Money received by them for or in respect of such Tickets so issued during the same Quarter, and of all Sums of Money received and not already accounted for in respect of any other such Tickets issued at any Time previously to the Commencement of such Quarter; and the said Company shall thereupon pay to the Receiver General of Inland Revenue, or other proper Officer appointed to receive the same, the Duty which shall be due in respect of all such Sums of Money; and to and with every such Account there shall be annexed and delivered a solemn Declaration in Writing verifying the same, which Declaration shall be made by the Secretary or Accountant of the Company, or some other Officer thereof appointed by the Company and approved by the said Commissioners, before a Justice of the Peace or One of the said Commissioners, or some Person duly authorized by the said Commissioners to receive the same, and whom the said Commissioners are hereby empowered to appoint for that Purpose.

Accounts to be verified.

Company to give Security for Payment of the Duties.

III. And be it enacted, That the said Company before any such Tickets shall be issued shall give Security by Bond to Her Majesty, Her Heirs and Successors, with Sureties to the Satisfaction of the said Commissioners, and in such Amount as they shall think necessary and proper, for duly rendering such Accounts and paying the Duties that shall from Time to Time become due from the Company; and such Bond, and also every such Account and Declaration respectively, shall be in such Form as the said Commissioners shall require for better securing the Payment of the said Duties, and every such Bond shall be renewed from Time to Time whenever and so often as the said Commissioners shall in their Discretion require; and if the said Company shall issue any such Ticket before any such Security shall be duly given, or shall refuse or neglect to renew such Security whenever and so often as the same shall in pursuance of this Act be required to be renewed, the said Company shall forfeit the Sum of One hundred Pounds, and the further Sum of Fifty Pounds for every Day during the

Penalty for issuing Tickets without giving Security or renewing the same when required.

the Period for which there shall be any such Refusal, Neglect, or Default, and on which any such Ticket shall be issued as aforesaid.

Company's Books to be open for Inspection by Officers.

IV. And be it enacted, That all and every Book and Books of the said Company, and of every other Company who shall issue any Tickets under this Act, in which any Account relating to any such Tickets, or to the Money received in respect thereof, shall be entered, shall be open for the Inspection and Examination at all seasonable Times of any Officer or Officers of the said Commissioners authorized by them in that Behalf, and every such Officer shall be at liberty to take Copies of any such Book, or such Extracts therefrom as he shall think proper; and if any Clerk or Officer of any such Company, or any Person having or keeping the Custody of any such Book or having the Power to produce the same, shall, upon Demand made by any such authorized Officer of the said Commissioners, and upon producing and showing his Authority, refuse to produce such Book to such last-mentioned Officer, or to permit him to inspect and examine any such Book or to take Copies of or Extracts from the same, or shall molest, hinder, or obstruct him in the Inspection or Examination of the same, every such Clerk, Officer, or Person so offending shall forfeit the Sum of Fifty Pounds.

Penalty for refusing to permit Inspection.

Company may make Contracts with Railway Companies as to their Clerks, and Clerks of Railway Companies to be considered Agents of the Company.

V. And be it enacted, That it shall be lawful for the Company and any Railway Company from Time to Time to enter into any Contracts as to the marking the Tickets which are now or may hereafter be used and issued by such Railway Company for the Purposes of their own Traffic, with such Marks and Devices as the Company may deem expedient, for limiting the Operation of such Tickets to the particular Journies for or in respect of which they shall have been issued, or as to the issuing and marking with the said Marks any Tickets which may be furnished to such Railway Company by the Company for the Purpose of being so marked and issued as aforesaid, and as to the collecting and receiving the Premiums of Insurance to be charged by the Company at the several Stations or Offices of such Railway Company, either by the Clerks of the Company, or by the Clerks of such Railway Company duly appointed for that Purpose, for and on behalf of the Company or otherwise, and as to such other Objects in connexion with the Business of the Company as may by the Company be deemed necessary, and may be agreed upon between the Parties to such Contracts; and in all Cases in which, by virtue of any such Contracts, the Objects of this Act are or are intended to be effected and carried out by the Means and through the Co-operation of any Railway Company, such Railway Company and their Officers duly appointed for that Purpose in pursuance of any such Contract shall for the Purpose of binding the Company be considered to be the Agents of the Company.

Company not agreeing with Railway Company may issue Tickets from any Office of their own.

VI. And be it enacted, That in case it shall not be deemed desirable by the Company, or in case they shall not be able, to complete any Contract with any Railway Company by reason of any Dissent on the Part of such Railway Company or otherwise, it shall be lawful for the Company to institute and carry on, at such Place as shall be deemed expedient by the Company, any Office for the issuing and marking or stamping,

stamping, on Payment of the several Premiums of Insurance which may from Time to Time be demanded by the Company to Persons about to travel by Railway, any Insurance Ticket marked as aforesaid as the Company may deem expedient; and every Insurance Ticket so marked and issued as aforesaid at any Office of the Company shall be good and sufficient Evidence of the Payment by the *bonâ fide* Holder thereof of the Premium of Insurance demanded by the Company: Provided always, that no such Office shall be instituted or carried on at any Place upon or within the Premises of any Railway Company without the previous Consent of such Railway Company thereto being first duly had and obtained.

Directors may fix Premiums of Insurance and vary the same.

VII. And be it enacted, That it shall be lawful for the Company in their Discretion to fix the several Premiums of Insurance which shall from Time to Time be demanded by the Company, and from Time to Time to vary the same as they may deem expedient: Provided always, that a printed Table of such Premiums, which Table shall also contain the Particulars to be given by the Notice of Injury hereinafter mentioned, and a Statement of the Time within which and the Place where such Notice is to be delivered, shall be stuck up or posted in some conspicuous Part of every Railway Station or independent Office of the Company at or from which any Insurance Ticket shall be issued by the Authority of the Company.

Ticket issued by Company to be Execution of Policy.

VIII. And be it enacted, That in all Cases the issuing by the Authority of the Company any Insurance Ticket, marked or stamped as aforesaid, to any Person who shall on Payment of the Premiums of Insurance demanded by the Company duly obtain the same, shall be held to be a valid and *bonâ fide* Execution on the Part of the Company of the Policy or Contract set out in the Schedule to this Act, and that no other Matter or Thing shall be required to be done by the Company in order to legally bind the Company to the due Performance thereof.

Holders of marked Tickets may recover from Company in case of Injury or Death.

IX. And be it enacted, That in the event of personal Injury or Death, whether arising from Accident or Negligence, happening to the *bonâ fide* Holder of any Insurance Ticket issued by the Company during the Journey in respect of which such Ticket shall have been issued, such *bonâ fide* Holder or his legal Representative, or in case such *bonâ fide* Holder shall be a married Woman then her Husband, may recover on the said Contract or Policy set out in the said Schedule in an Action at Law as fully and effectually as if the Company had duly and effectually and regularly executed the said Contract or Policy, and delivered the same so executed to such *bonâ fide* Holder on the marking and issuing of the said Insurance Ticket; and the Company shall be taken to have fully and effectually contracted with and agreed to insure such *bonâ fide* Holder, according to the Terms and the true Intent and Meaning of the said Contract or Policy, by the marking and issuing of the said Ticket, and no further or other Act on the Part of the Company shall be necessary to legally bind them to perform the same: Provided always, that no Action shall be brought thereon against the Company until after the Expiration of One Month after Notice thereof.

X. And

X. And be it enacted, That any Person in the Possession of such Insurance Ticket shall in the Absence of any Evidence to the contrary be deemed to be the *bonâ fide* Holder of such Ticket.

Who are to be deemed bonâ fide Holders.

XI. And be it enacted, That no Insurance Ticket issued by the Company shall in any Case be transferable.

Ticket not to be transferable.

XII. And be it enacted, That if any Person shall knowingly transfer or pass any Ticket marked as aforesaid to any Person who may have been injured, or to the Body of any Person who may have been killed, with the Intent of defrauding the Company, such Person shall be deemed and taken to have committed a Misdemeanor, and shall be liable to the Pains and Penalties thereof, and such Ticket so transferred as aforesaid shall be utterly void and of no Effect against the Company.

Transferring Ticket to defraud Company treated as a Misdemeanor.

XIII. And be it enacted, That in the event of any personal Injury within the Meaning of this Act occurring on any Railway to any *bonâ fide* Holder of an Insurance Ticket during the Journey insured, such Holder, or in case of Death resulting from such Injury then the legal Representative of such Holder, shall, within a reasonable Time after the occurring of such Accident or Death, give Notice in Writing to the Company at their Office in *London* of such Injury and the Nature thereof, or of such Death, together with a Statement of the Christian and Surname and of the Occupation and Address of the Party injured or who may have died; and in case such Notice and Statement shall not have been given as aforesaid, such Holder or legal Representative shall be deemed to have no Claim on the Company in respect of such Injury or Death.

Notice of Injury to be given by Assured.

XIV. And be it enacted, That in Cases other than those of Death such Holder so injured as aforesaid shall, within a reasonable Time after the occurring of the said Injury, and at the Request of the Company, submit, either at the Office of the said Company or at the Address given by him as aforesaid, at the Option of such Holder, or at some other convenient Place to be agreed upon, to be examined by the Medical Officer of the Company, and shall give all such Information to the Company as the Company may reasonably require, in order to ascertain the Nature and Extent of the said Injury.

Person injured to submit to Examination of Medical Officer of Company.

XV. And be it enacted, That in all Cases of Death in consequence of any Injury within the Meaning of this Act the Company may cause the Body to be examined by their Medical Officer at any Time previous to the Day of the Interment thereof.

In case of Death, Company may examine Body.

XVI. And be it enacted, That in all Cases other than those of Death, within Thirty Days after the Company shall have received such Notice in Writing as aforesaid, the Company shall offer such Amount of Compensation as to the Company shall seem liberal and reasonable, Regard being had to the particular Premium of Insurance which shall have been paid by such Holder, by leaving a Notice thereof at the Address given by him as aforesaid.

Offer of Compensation to be sent in by Company Thirty Days after Examination.

Claimant not dissenting in Twenty-one Days to be considered to have agreed.

XVII. And be it enacted, That if such Holder do not dissent from the said Offer of Compensation so sent in as aforesaid by a Notice under his Hand or under the Hand of his Agent lawfully authorized, and left at the Office of the Company in *London* within Twenty-one Days after such Offer of Compensation has been made as aforesaid, or shall not have required a further Extension of Time for the further Consideration of such Offer of Compensation in the Manner after mentioned, then he shall be taken to have agreed to the same; and on Payment to him by the Company of the Sums so offered within One Calendar Month after the leaving such Notice of Compensation as aforesaid, he shall have no further Claim against the Company in respect of such Injury.

Claimant may demand an Extension of Time.

XVIII. Provided always, and be it enacted, That if such Holder shall desire an Extension of Time for the further Consideration of such Offer of Compensation, he shall intimate such Desire within the Twenty-one Days after such Offer of Compensation shall have been made as aforesaid by Notice under his Hand or under the Hand of his Agent lawfully authorized, and left at the said Office of the Company, and such Notice shall state the Date to which the said Time is desired to be extended: Provided always, that such Holder may from Time to Time during the Illness occasioned by such Injury, but only by a similar Notice left as aforesaid within the Time limited in any former Notice, require such further Extension of Time for the Consideration of the Offer of Compensation made by the Company as to him shall seem proper, and such Holder shall not be deemed to have agreed to the first Offer of Compensation made by the Company before the Expiry of the Time limited in the last Notice left as aforesaid.

If Extension of Time desired, Company may amend Offer of Compensation.

XIX. And be it enacted, That if any such Extension of Time for further Consideration of such Offer shall have been desired and intimated as aforesaid, the Company may from Time to Time, and at any Time within Ten Days before the Expiry of the Time limited in the last Notice left by such Holder, make any amended Offer of Compensation to such Holder which to the Company may seem reasonable and proper, and any such amended Offer shall operate as a Withdrawal of the first Offer of Compensation, or previous Offer of amended Compensation, as the Case may be; and any such amended Offer shall be made by leaving a Notice thereof at the Address given by such Holder as aforesaid: Provided always, that although some Portion of the Time required for the further Consideration of any such first Offer or amended Offer may remain unexpired, such Holder may, by a Notice under his Hand or under the Hand of his Agent lawfully authorized, and left at the said Office of the Company, intimate his Willingness to accept such first Offer of Compensation if no amended Offer has been made, and if an amended Offer has been made then of the last made amended Offer, and the same shall be binding on such Holder and the Company.

Claimant not dissenting before Time

XX. And be it enacted, That if, before the Expiry of the Time limited in any Notice for further Consideration, such Holder do not, by a Notice under his Hand or under the Hand of his Agent lawfully authorized,

authorized, and left at the said Office of the Company, dissent from the first Offer of Compensation made by the Company, or, where any amended Offer of Compensation has been made, do not before the Expiry of the same Time dissent in a similar Manner from the last amended Offer of Compensation made by the Company, such Holder shall be deemed to have agreed to accept such first Offer of Compensation, or such last amended Offer of Compensation, as the Case may be; and on Payment to him by the Company of the Amount of such first Offer of Compensation, where no amended Offer of Compensation has been made, and, where an amended Offer of Compensation has been made, on Payment of the Amount of such last amended Offer of Compensation within One Calendar Month after the Expiry of the Time limited in the Notice for further Consideration, such Holder shall have no further Claim against the Company in respect of such Injury.

limited in Notice for further Consideration to be deemed to have agreed.

XXI. And be it enacted, That if such Holder shall have dissented in the Manner herein directed from the Offer of Compensation made by the Company as aforesaid, or in case the Company shall have omitted or refused to offer Compensation as aforesaid, and such Holder shall be desirous of having his Claim and the Amount of such Compensation settled by Arbitration, such Holder shall, unless both Parties shall concur in the Appointment of a single Arbitrator within Twenty-one Days after the Delivery of the said Offer where no Extension of Time for the Consideration of such Offer shall have been required, and where such Extension of Time shall have been required, then before the Expiry of such extended Time, nominate and appoint an Arbitrator to act on his Behalf, such Appointment to be signed by such Holder, or by his Agent lawfully authorized, and shall give Notice to the Company that he is desirous that his Claim and the Amount of such Compensation shall be settled by Arbitration, which Notice shall contain the Name of the Person appointed by him to act as Arbitrator on his Behalf, and the Address to which all Notices in respect of such Arbitration shall be sent, and shall be signed by him or his Agent, and left at the said Office of the Company within Twenty-one Days after the Delivery of such Offer of Compensation, or before the Expiry of such extended Time, as the Case may be.

If Assured dissent from Company's Offer, he is to give Notice of Arbitration.

XXII. And be it enacted, That within Seven Days after such Notice of Arbitration shall have been so left as aforesaid the Company shall (in case it be not otherwise agreed between the Parties) appoint by Writing an Arbitrator on the Part of the Company, such Appointment to be signed by any Two of the Directors of the Company, and shall also within such Time last aforesaid give Notice thereof to such Holder, which Notice shall contain the Name and Address of the Person so appointed by the said Directors, and shall be left at the Address mentioned in the Notice of Arbitration.

Company to appoint Arbitrator within Seven Days after Notice of Arbitration.

XXIII. And be it enacted, That if the Company shall fail, within Seven Days after such Notice of Arbitration shall have been left as aforesaid, to appoint an Arbitrator to act on the Part of the Company,

If the Company fail to appoint an Arbitrator, the Arbi-

trator named by the other Party may determine the Matter in dispute.

pany, then upon such Failure such Holder may appoint the Arbitrator nominated by him as aforesaid to act for both Parties, and the Arbitrator so nominated may determine the Amount of such Claim and Compensation, and in such Case the Award or Determination of such single Arbitrator shall be final.

Arbitration not to be revoked, and to be deemed a Submission.

XXIV. And be it enacted, That after any Appointment of an Arbitrator, or after any Agreement to refer to a single Arbitrator shall have been made, neither Party shall have Power to revoke the same without the Consent of the other, nor shall the Death of any such Holder making or concurring in any such Appointment operate as a Revocation of the Powers conferred on any Arbitrator for the Purposes of this Act; and the giving of any Notice of Arbitration containing the Particulars, and signed as aforesaid, or the concurring in the Appointment of a single Arbitrator, shall be deemed a Submission to Arbitration by such Holder, who shall in such Case have no other Claim against the Company than the Amount which shall be declared in and by the Award or Determination in such Submission; and the Submission to any such Arbitration may be made a Rule of any of the Superior Courts on the Application of either of the Parties.

Vacancy of Arbitrator to be supplied.

XXV. And be it enacted, That if, before the Matters so referred shall be determined, any Arbitrator appointed by either Party die or become incapable to act, the Party by whom such Arbitrator was appointed may nominate and appoint in Writing some other Person to act in his Place; and if, for the Space of Seven Days after Notice in Writing from the other Party for that Purpose, he fail to do so, the remaining or other Arbitrator may proceed *ex parte*, and every Arbitrator so to be substituted as aforesaid shall have the same Powers and Authorities as were vested in the former Arbitrator at the Time of such his Death or Incapacity as aforesaid.

Appointment of Umpire.

XXVI. And be it enacted, That where more than One Arbitrator shall have been appointed, such Arbitrators shall, before they enter upon the Matters referred to them, nominate and appoint by Writing under their Hands an Umpire to decide on any such Matters in which they shall differ, or which shall be referred to him under this Act; and if such Umpire shall die or become incapable to act they shall forthwith after such Death or Incapacity appoint another Umpire in his Place; and the Decision of every such Umpire in the Matters so referred to him shall be final.

Associate of the Chief Justice of the Court of Queen's Bench to appoint an Umpire on Neglect of the Arbitrators.

XXVII. And be it enacted, That if in either of the Cases aforesaid the said Arbitrators shall refuse, or shall, for Seven Days after Request of either Party to such Arbitration, neglect to appoint an Umpire, the Associate of the Chief Justice of the Court of Queen's Bench at *Westminster* shall, on the Application of either Party to such Arbitration, appoint an Umpire, and the Decision of such Umpire in the Matters in which the Arbitrators shall differ, or which shall be referred to him under this Act, shall be final.

XXVIII. And

In case of Death of single Arbitrator the Matter to begin de novo.

XXVIII. And be it enacted, That if where a single Arbitrator shall have been appointed such Arbitrator shall die or become incapable to act before he shall have made his Award, the Matters referred to him shall be determined by Arbitration under the Provisions of this Act in the same Manner as if such Arbitrator had not been appointed.

If either Arbitrator refuse to act, the other to proceed ex parte.

XXIX. And be it enacted, That if where more than One Arbitrator shall have been appointed either of the Arbitrators refuse or for Seven Days neglect to act, the other Arbitrator may proceed *ex parte*, and the Decision of such other Arbitrator shall be as effectual as if he had been the single Arbitrator appointed by both Parties.

If Arbitrators fail to make their Award within Twenty-one Days the Matter to go to the Umpire.

XXX. And be it enacted, That if where more than One Arbitrator shall have been appointed, and where neither of them shall refuse or neglect to act as aforesaid, such Arbitrators shall fail to make their Award within Twenty-one Days after the Day on which the last of such Arbitrators shall have been appointed, or within such extended Time (if any) as shall have been appointed for that Purpose by both such Arbitrators under their Hands, the Matters referred to them shall be determined by the Umpire to be appointed as aforesaid.

Power for Arbitrators to call for Books.

XXXI. And be it enacted, That the said Arbitrators or their Umpire may call for the Production of any Documents in the Possession or Power of either Party which they or he may think necessary for determining the Question in dispute, and may examine the Parties or their Witnesses on Oath, and administer the Oaths necessary for that Purpose.

Arbitrator or Umpire to make a Declaration.

XXXII. And be it enacted, That before any Arbitrator or Umpire shall enter into the Consideration of any Matters referred to him he shall in the Presence of a Justice make and subscribe the following Declaration; (that is to say,)

'I *A. B.* do solemnly and sincerely declare, That I will faithfully and honestly, and to the best of my Skill and Ability, hear and determine the Matters referred to me under the Provisions of [*here recite the Title of this Act*]. *A. B.*'

'Made and subscribed in the Presence of .'

And such Declaration shall be annexed to the Award when made; and if any Arbitrator or Umpire having made such Declaration shall wilfully act contrary thereto he shall be guilty of a Misdemeanor.

The Award not to be set aside for Error in Matter of Form.

XXXIII. And be it enacted, That no Award made with respect to any Question referred to Arbitration under the Provisions of this Act shall be set aside for Irregularity or Error in Matter of Form.

Costs of Arbitration how to be borne.

XXXIV. And be it enacted, That all the Costs of any such Arbitration and incident thereto, to be settled by the Arbitrators, shall be borne by the Company, unless the Arbitrator shall award the same or a less Sum than shall have been offered by the Company, in which Case such Costs shall be in the Discretion of the Arbitrator.

No one under Twelve to be insured.

XXXV. And be it enacted, That it shall not be lawful for the Company to insure any Person under the Age of Twelve Years, and that every Insurance Ticket obtained by or on behalf of any such Person shall be utterly void against the Company.

Claims of Persons at Common Law and under 9 & 10 Vict. c. 93. against any other Company or Person not to be prejudiced.

XXXVI. And be it enacted, That no Contract of the Company, or any Compensation received or recoverable by virtue of such Contract either under this Act or otherwise, shall be held to prejudice or affect any Right of Action, Claim, or Demand which any Person, or his Executors or Administrators, may have against any Company or Person for the Injury in respect of which such Compensation shall be received or recoverable, whether the Injury shall have been fatal or otherwise, either at Common Law or under or by virtue of an Act passed in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for compensating the Families of Persons killed by Accidents*, or any other Act of Parliament.

Costs of the Act how to be paid.

XXXVII. And be it enacted, That all the Costs and Expenses attending the applying for, obtaining, and passing this Act shall be paid out of the Funds of the Company in preference to all other Payments whatsoever.

Interpretation of the Act.

XXXVIII. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number:

Words importing the Masculine Gender shall include Females:

The Expression "the Company" shall mean the said Railway Passengers Assurance Company.

Public Act.

XXXIX. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

SCHE-

SCHEDULE referred to in the foregoing Act.

THE RAILWAY PASSENGERS ASSURANCE COMPANY,

Empowered by an Act passed in the Twelfth and Thirteenth Years of the Reign of Her Majesty Queen Victoria, intituled "An Act to confer certain Powers on the Railway "Passengers Assurance Company."

Know all Men by these Presents, That if any Person above the Age of Twelve Years, about to travel by Railway, shall, on Payment of the Premium of Insurance demanded by the said Company in respect thereof, duly obtain any Insurance Ticket marked with the Marks of the said Company, the said Company hereby agrees, in consideration of the Payment of such Premium as aforesaid, with such Person as follows; (that is to say,) If such Person shall, while travelling by Railway, and while such Ticket is in full Force and Effect, sustain any personal Injury whatever incident to and consequent on Railway Travelling, whether resulting from Accident or Negligence, then the said Company shall pay to such Person, on Proof of such Injury, such Sum not exceeding One thousand Pounds if such Person so injured as aforesaid at the Time of such Injury was a First-class Passenger, and had paid the Premium fixed by the Company for such Class, or not exceeding Five hundred Pounds if such Person was a Second-class Passenger, and had paid the Premium fixed by the Company for such Second Class, or not exceeding Two hundred Pounds if such Person was a Third-class Passenger, and had paid the Premium fixed by the Company for such Third Class, as shall be deemed a reasonable and liberal Compensation for such Injury, as well as for the Pain of Mind and Body and the Loss of Time and Money consequent thereon sustained by such Person, such Compensation to be ascertained and paid in the Manner provided by the said Act; and if such Person shall die from the Effect of such Injury within Three Months after the occurring of the same, then the Company shall pay to the Executors or Administrators of such Person, on Proof of such Death, the Sum of One thousand Pounds if such deceased Person was at the Time of the Injury as aforesaid a First-class Passenger, and had paid the Premium fixed by the Company for such Class, the Sum of Five hundred Pounds if such Person was at such Time a Second-class Passenger, and had paid the Premium fixed by the Company for such Second Class, and the Sum of Two hundred Pounds if such Person was at such Time a Third-class Passenger, and had paid the Premium fixed by the Company for such Third Class.

Provided always, That in case the said Company shall, before the Death of such Person so injured as aforesaid, have paid any Sum of Money

Money to such Person so injured as aforesaid as and by way of Compensation for such Injury, such Sum of Money so paid as aforesaid may, on the Death of such Person so injured as aforesaid, after such Payment or Payments, and within Three Months after the occurring of the said Injury, be deducted by the said Company from the Sum of Money hereby otherwise agreed to be paid by them in the event of such Death as aforesaid; and provided always, that the said Company shall in no Case be liable to pay to the Holder of any Insurance Ticket, or to his Executor or Administrator, any Sum of Money in respect of any Injury wilfully caused by such Holder. In witness, *&c.*

LONDON:
Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1849.