CAP. XCI.

An Act to extend for a further Period the Provisions of the Union Relief Aid Acts. [28th *July* 1863.]

'WHEREAS it is expedient that the Provisions of the Act of the last Session of Parliament, intituled *An Act to enable Boards of Guardians of certain Unions to obtain temporary Aid to meet the extraordinary Demands for Relief therein*, and of the Act of the present Session whereby such Provisions were extended for a further Period, should be again extended for a limited Period:' Be it therefore 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: 25 & 26 Vict. c. 110. 26 & 27 Vict. c. 4.

1. That the Provisions of the said Acts shall be further extended and apply to the Expenditure for the Quarters of the Year which shall end respectively at *Michaelmas Day* and *Christmas Day* in this Year, except that instead of "Five Shillings" in the Fourth Section of the said Act of the last Session, the Words "Six Shillings and Sixpence" shall be substituted with reference to such Expenditure. Provisions of recited Acts further extended.

2. The Power of the Poor Law Board to issue any Order under this Act shall determine on the First Day of *April* next. Issuing Orders of Poor Law Board limited.

3. The Guardians of any Union or Parish within the Operation of this Act may, with the Consent of the Poor Law Board, apply to the Public Works Loan Commissioners for an Advance of any Sum which such Guardians shall be entitled to borrow under the Authority of this Act; and the said Commissioners may, out of the Money for the Time being at their Disposal, make such Advance upon the Security of the Rates for the Relief of the Poor in such Union or Parish, and without requiring any further or other Security than a Charge on such Rates; provided that the aggregate Advances to be made by such Commissioners under this Section shall not exceed Two hundred thousand Pounds. Power to Public Works Loan Commissioners to make Advances not exceeding 200,000*l.* to Guardians under this Act.

4. The Acts referred to and this Act may be cited and described for all Purposes as The Union Relief Aid Acts, 1862, 1863. Short Titles.

CAP. XCII.

An Act for consolidating in One Act certain Provisions frequently inserted in Acts relating to Railways. [28th *July* 1863.]

'WHEREAS The Railways Clauses Consolidation Act, 1845, and The Railways Clauses Consolidation (*Scotland*) Act, 1845, respectively, were passed in order to comprise in One General Act such Provisions relating to Railways in *England* or *Ireland*, or in *Scotland*, respectively, as were at the Times of the passing of those Acts usually introduced into Acts of Parliament authorizing the Construction of Railways:

'And whereas sundry Provisions of the like Nature, but not comprised in the said General Acts respectively, are now frequently introduced into Acts of Parliament relating to Railways, and it is expedient to comprise such last-mentioned Provisions also in One General Act, such Act to be applicable to *England* or *Ireland*, or to *Scotland*, as the Case may require, and that as well for the Purpose of avoiding the Necessity of repeating such Provisions in Special Acts relating to Railways, as for ensuring greater Uniformity in the Provisions themselves:'

Be it therefore 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:

1. This

Short Title.

1. This Act may be cited as The Railways Clauses Act, 1863.

Division of Act into Parts.

2. This Act shall be deemed to be divided into Five Parts, as follows:
Part I. relating to Construction of a Railway;
Part II. relating to Extension of Time;
Part III. relating to Working Agreements;
Part IV. relating to Steam Vessels;
Part V. relating to Amalgamation.

PART I.

CONSTRUCTION OF A RAILWAY.

Application of Part I., and Interpretation of Terms.

3. This Part of this Act shall apply to the Railway authorized to be constructed by any Special Act hereafter passed and incorporating this Part of this Act.

In this Part of this Act—

All Terms used have the same Meanings as the same Terms have when used in The Railways Clauses Consolidation Act, 1845, and The Railways ClausesConsolidation (*Scotland*) Act, 1845, respectively:

The Term "Tidal River" means any Part of a River within the Flow and Ebb of the Tide at ordinary Spring Tides:

The Term "Tidal Water" means any Part of the Sea or any Part of a River within the Flow and Ebb of the Tide at ordinary Spring Tides:

The Term "Tidal Lands" means such Parts of the Bed, Shore, or Banks of a Tidal Water as are covered and uncovered by the Flow and Ebb of the Tide at ordinary Spring Tides;

The Provisions respecting the Recovery of Penalties contained in the said Railways Clauses Consolidation Acts respectively, as the Case may require, shall be incorporated with this Part of this Act.

Alteration of Engineering Works.

Power to alter Engineering Works.

4. Notwithstanding anything in the said Railways Clauses Consolidation Acts, respectively, contained,—the Company, in the Construction of the Railway, may deviate from the Line or Level of any Arch, Tunnel, or Viaduct, described on the deposited Plans or Sections, so as the Deviation be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in Sections Eleven, Twelve, and Fifteen of those Acts respectively, and so as the Nature of the Work described be not altered,—and may also substitute any Engineering Work not shown on the deposited Plans or Sections, for an Arch, Tunnel, or Viaduct, as shown thereon; provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the Board of Trade may grant such Certificate in case it appears to them, on due Inquiry, that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Lands in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby.

Provided, that nothing in the present Section shall affect any Power given to the Company or to the Board of Trade by Section Eleven, Twelve, Fourteen, or Fifteen of the last-mentioned Acts respectively.

Level Crossings.

Trains not to be shunted over level Crossings.

5. Where the Company is authorized by the Special Act to carry the Railway across a Turnpike Road or Public Carriageroad on a Level, it shall not be lawful for the Company in shunting Trains to pass any Train over the level Crossing, or at any Time to allow any Train, Engine, Carriage, or Truck to stand across the same.

Company to erect Lodge at Point of Crossing.

6. For the greater Convenience and Security of the Public, the Company shall erect and permanently maintain a Lodge at the Point where the Railway crosses on the Level the Turnpike Road or Public Carriageroad; and the Company shall be subject to and shall abide by all such Regulations with regard to the crossing thereof on the Level, or with regard

regard to the Speed at which Trains may pass the level Crossing, as may from Time to Time be made by the Board of Trade.

If the Company fails to erect, or to maintain, such Lodge, or to appoint or keep a proper Person to watch or superintend the level Crossing, or to observe or abide by any such Regulation as aforesaid, they shall for every such Offence be liable to a Penalty not exceeding Twenty Pounds, and also to a Penalty of Ten Pounds for every Day during which the Offence continues after the Penalty of Twenty Pounds is incurred.

Board of Trade may require Bridge instead of level Crossing.

7. The Board of Trade may, if it appears to them necessary for the Public Safety, at any Time after the passing of the Special Act, require the Company, within such Time as the Board of Trade directs, and at the Expense of the Company, to carry the Turnpike Road or Public Carriageroad either under or over the Railway by means of a Bridge or Arch, instead of crossing the same on the Level, or to execute such other Works as, under the Circumstances of the Case, may appear to the Board of Trade best adapted for removing or diminishing the Danger arising from the level Crossing.

Where the Road is so carried either under or over the Railway, it shall not be necessary for the Company to erect or maintain a Lodge at the Point where the Road is crossed, or to appoint a Person to watch or superintend the Crossing thereat, nor shall they be liable to any Penalty for Failure so to do.

Power to Company to take additional Land for such Work.

8. If the Board of Trade certifies that the Public Safety requires that additional Lands be taken by the Company for the Purpose of the Work directed by the Board of Trade to be executed, the Company may, subject to the Provisions of The Lands Clauses Consolidation Act, 1845, or The Lands Clauses Consolidation (*Scotland*) Act, 1845, as the Case may require, enter upon, take, and use all or any Part of the Lands specified in the Certificate of the Board of Trade as being necessary for the Purpose of the Work; and the Board of Trade before issuing the Certificate shall cause at least Three Months Notice to be given to any Person who may be entitled to claim under the last-mentioned Acts, or otherwise, Compensation in respect of the taking of such Lands or in respect of such Work.

Junctions.

Communications with other Railways to be made under the Direction of the Engineer of those Railways.

9. Where the Company is authorized by the Special Act to make a Junction between the Railway and any other Railway, then and in every such Case all Interferences with the Works of the other Railway, necessary or convenient for effecting the Junction, shall be made under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the Company or Person to whom the other Railway belongs; and in case of any Difference arising as to the Mode of effecting the Junction, the same shall be determined by a Referee to be appointed by the Board of Trade, on the Application of either Party, at the Cost of the Company making the Junction.

Company to acquire only Easements in Land of other Railway Company.

10. With respect to any Lands belonging to the Company or Person to whom the other Railway belongs, which the Company are by the Special Act authorized to use, enter upon, or interfere with, for the Purposes of the Junction, the Company shall not, except by Agreement, or unless otherwise provided in the Special Act, purchase and take the same, but the Company may purchase and take, and such other Railway Company or Person may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes of the Junction.

Not to take Lands or interfere with Works of other Company further than necessary.

11. Nothing relative to the Junction in this Act contained shall be deemed to authorize the Company for the Purposes of the Junction to take or enter upon any Lands belonging to the Company or Person to whom the other Railway belongs, or to alter or interfere with any Railway, or any of the Works thereof, further or otherwise than is necessary for making the Junction and Inter-communication between the Railways, as shown on the deposited Plans and Sections of the Railway to which the Special Act relates, without the previous Consent in Writing in every Instance of such other Railway Company or such Person.

As to Expense of Signals, Watchmen, &c.

12. The Company or Person with whose Railway the Junction is made may from Time to Time erect such Signals and Conveniences incident to the Junction, either on their or his own Lands or on the Lands of the Company making the Junction, and may from Time to

Time appoint and remove such Watchmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger to, or Interference with, the Traffic at and near the Junction. The working and Management of such Signals and Conveniences, wherever situate, shall be under the exclusive Regulation of the Company or Person with whose Railway the Junction is made; and all the Expenses of erecting and maintaining those Signals and Conveniences, and of employing those Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall, at the End of every Half Year, be repaid by the Company making the Junction, and in default thereof may be recovered from them in any Court of competent Jurisdiction.

Protection of Navigation.

Lights on Works.

13. Where the Company is authorized by the Special Act to construct, alter, or extend any Work on, in, over, through, or across Tidal Lands or a Tidal Water, the Company shall, on or near the Work, during the whole Time of the constructing, altering, or extending thereof, exhibit and keep burning at their own Expense, every Night from Sunset to Sunrise, such Lights (if any) as the Board of Trade from Time to Time requires or approves; and (notwithstanding the Enactments for the Time being in force respecting Lighthouses) shall also on or near the Work, when completed, always maintain, exhibit, and keep burning, at their own Expense, every Night from Sunset to Sunrise, such Lights (if any) for the Guidance of Ships as the Board of Trade from Time to Time requires or approves.

If the Company fails to comply in any respect with the Provisions of the present Section, they shall for each Night in which they so fail be liable to a Penalty not exceeding Twenty Pounds.

Construction of Bridges.

14. Where the Company is authorized or required by the Special Act to construct a Bridge over a navigable Tidal Water, and the Special Act does not make express Provision respecting the Span or Spans thereof, then the Company shall construct the same with a Span or Spans of such Headway and Waterway, and with such opening Span or Spans (if any), and according to such Plan, as the Board of Trade directs or approves.

User of Bridges.

15. Where the Company constructs a Bridge with an opening Span, it shall not be lawful for the Company to detain any Vessel, Barge, or Boat at the Bridge for a longer Time than may be necessary for admitting a Carriage or Engine traversing the Railway and approaching the Bridge to cross the Bridge, and for opening the Bridge to admit the Vessel, Barge, or Boat to pass; and the Company shall be subject to and shall abide by such Regulations with regard to the User of the Bridge as may from Time to Time be made by the Board of Trade.

If the Company detains a Vessel, Barge, or Boat longer than the Time aforesaid, or fails in any respect to abide by any such Regulation as aforesaid, they shall for every such Offence be liable to a Penalty not exceeding Twenty Pounds, without Prejudice to any Remedy against them for any Loss or Damage sustained by any Person.

Access to the Shore under or across the Railway.

16. Where the Railway cuts off Access between the Land and a Tidal Water or Tidal Lands, then and in every such Case the Company shall, during the Construction of the Railway, and from Time to Time thereafter, make, and shall permanently maintain, and allow to be used by all Persons, at all Times, free of Toll or other Charge, all such Footways and Carriageways over, under, or across the Railway, or on a Level therewith, as the Board of Trade from Time to Time directs or approves: Provided always, as follows:

(1.) The Company shall not be obliged to make a Footway or Carriageway over Lands for the Use of an Owner or Occupier who has agreed to receive and has been paid Compensation for the Severance thereof from the Tidal Water or Tidal Lands:

(2.) The Company shall not be obliged to make or to allow to be made a Footway or Carriageway in such Manner as would interfere with the working or using of the Railway:

(3.) The Expense of the making and Maintenance of a Footway or Carriageway required to be made after the Construction of the Railway shall be defrayed by the Persons or Body interested in the Tidal Water or Tidal Lands for whose Benefit or Convenience the same is required.

Where

Where the Footway or Carriageway is made across the Railway on the Level, then the Manner of the making and watching of the level Crossing shall be subject to the Approval of the Board of Trade; and where the level Crossing is made after the Construction of the Railway, then all Expenses attending the watching thereof shall be defrayed by the Persons or Body interested in the Tidal Water or Tidal Lands for whose Benefit or Convenience the same is required.

Prohibition of Deviation of certain Works without Consent of Board of Trade.

17. Where the Company is authorized by the Special Act to construct a Railway skirting a public navigable Tidal River or Channel, the Company shall not make any Deviation of the Railway from the continuous centre Line thereof marked on the Plan deposited by them at the Board of Trade, even within the Limits of Deviation shown on that Plan, in such Manner as to diminish the navigable Space, without the previous Consent of the Board of Trade, or otherwise than in such Manner as is expressly authorized by the Board of Trade.

If any Deviation is made in contravention of the present Section, the Board of Trade may abate and remove the Work in the Construction whereof the Deviation is made, or any Part thereof, and restore the Site thereof to its former Condition, at the Expense of the Company; and the Amount of such Expense shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs, or the same may be recovered, with Costs, as a Penalty is recoverable from the Company.

Abatement of Work abandoned or decayed.

18. If a Work constructed by the Company on, in, over, through, or across Tidal Lands or a Tidal Water is abandoned, or suffered to fall into Decay, the Board of Trade may abate and remove the Work, or any Part of it, and restore the Site thereof to its former Condition, at the Expense of the Company; and the Amount of such Expense shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs, or the same may be recovered, with Costs, as a Penalty is recoverable from the Company.

Survey of Works by Board of Trade.

19. If at any Time the Board of Trade deems it expedient, for the Purposes of the Special Act or of this Part of this Act, to order a Survey and Examination of a Work constructed by the Company on, in, over, through, or across Tidal Lands or Tidal Water, or of the intended Site of any such Work, the Company shall defray the Expense of the Survey and Examination; and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs, or the same may be recovered, with Costs, as a Penalty is recoverable from the Company.

PART II.

EXTENSION OF TIME.

Parties aggrieved by Extension of Time may have Compensation for additional Damage.

20. Where a Railway is authorized to be constructed by a Special Act passed either before or after the passing of this Act, and the Time limited by the Special Act for the Exercise of Powers of compulsory Purchase of Lands, or of Powers for Construction of the Railway and Works, is extended by a Special Act hereafter passed and incorporating this Part of this Act,—then and in every such Case the Justices, Arbitrators, Umpires, or Juries, as the Case may be, who award or assess the Compensation to be made by the Company to the Owners or Occupiers of, or other Persons interested in, Lands taken or used for the Purposes of the Railway and Works, or injuriously affected by the Construction thereof, shall, in estimating the Amount of such Compensation, have regard to, and assess Compensation for, the additional Damage (if any) sustained by those Owners, Occupiers, or other Persons, by reason of the Extension of Time.

Existing Contracts and Notices to take Lands not to be affected.

21. The Extension of Time shall not affect any Contract entered into or Notice given by the Company before the passing of the Special Act granting the Extension, for purchasing, taking, or using any Lands which the Company was entitled to purchase, take, or use; but every such Contract and Notice shall be construed and take effect, and the same Proceedings may be had thereunder, and all Parties thereto shall be entitled to the same Rights and Remedies in respect thereof, at Law and in Equity, as if the Extension had not been granted.

PART III.

WORKING AGREEMENTS.

Restrictions on Agreements between Companies.

22. Where Two or more Companies are authorized by a Special Act hereafter passed, and incorporating this Part of this Act, to agree among themselves with respect to all or any of the following Purposes; namely,—

The Maintenance and Management of the Railways of the Companies respectively, or any One or more of them, or any Part thereof respectively, and of the Works connected therewith respectively, or any of them;

The Use and Working of the Railways or Railway, or of any Part thereof, and the Conveyance of Traffic thereon;

The fixing, collecting, and Apportionment of the Tolls, Rates, Charges, Receipts, and Revenues levied, taken, or arising in respect of Traffic;—

then and in every such Case the Authority so to agree, or the Agreement when entered into, shall not in any Manner affect any of the Tolls, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized to demand and receive from any Person or from any other Company; but all such Persons and Companies shall, notwithstanding the Agreement, be entitled to the Use and Benefit of the Railways of the several Companies, Parties to the Agreement, on the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would be if such Authority had not been given or the Agreement had not been entered into.

Sanction of Shareholders to Agreements.

23. The Agreement shall not, save so far as its Terms and Conditions are authorized by The Railways Clauses Consolidation Act, 1845, or by The Railways Clauses Consolidation (*Scotland*) Act, 1845, as the Case may require, or by any other General Statute or Law from Time to Time in force with respect to the Companies Parties to the Agreement, have any Operation unless and until it is sanctioned by such Proportion of the Votes of the Shareholders and Stockholders entitled to vote in that Behalf at Meetings of the several Companies Parties thereto, present (personally or by proxy) at a General Meeting of each Company specially convened for the Purpose (in manner herein-after mentioned), as is prescribed in the Special Act, and if no Proportion is prescribed, then by Three Fifths of such Votes.

Every such Meeting shall be convened by Circular addressed to each such Shareholder and Stockholder, and served in the Manner prescribed by The Companies Clauses Consolidation Act, 1845, or The Companies Clauses Consolidation (*Scotland*) Act, 1845, as the Case may require, with respect to Notices requiring to be served by the Company upon the Shareholders, and also by Advertisement inserted once at least in each of Two consecutive Weeks in some Newspaper published or circulating in the County prescribed in the Special Act, and if no County is prescribed, then in the County in which the Head Office of the Company is situate, the last of such Advertisements to be published not less than Seven Days before the Meeting.

Public Notice of Intention to enter into such Agreement.

24. Before the Companies enter into the Agreement Notice of their Intention to do so shall be given by them or One of them, in a Form to be approved by the Board of Trade, inserted once at least in each of Three successive Weeks in some Newspaper published or circulating in the County prescribed in the Special Act, and if no County is prescribed, then in the County or One of the Counties in which each Railway to the Maintenance, Management, Use, or working whereof the proposed Agreement relates, or some Portion of that Railway, is situate; and the Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by the proposed Agreement, and desiring to object thereto, may bring the Objection before the Board of Trade.

Approval of Board of Trade.

25. The Agreement shall not have any Operation until it is approved by the Board of Trade; and the Board of Trade shall not approve the Agreement without being satisfied of its having received such Sanction of Meetings of the respective Companies as aforesaid.

Joint Committee for Purposes of Agreements.

26. The Companies Parties to the Agreement may, in accordance therewith and for the Purposes thereof, appoint a Joint Committee, composed of such Number of the Directors of each Company as the Companies think proper, and from Time to Time may vary and renew the

the Joint Committee as Occasion requires, and may regulate the Proceedings of the Joint Committee, and may delegate to the Joint Committee all such of the Powers of the Companies as the Companies think necessary for carrying into effect the Purposes of the Agreement; and the Joint Committee shall have and may exercise the Powers so from Time to Time delegated to them in like Manner as the same Powers might be had and exercised by the Companies respectively or their respective Directors.

Agreements between Companies may be modified by Board of Trade.

27. At the Expiration of the first or any subsequent Period of Ten Years after the making of the Agreement, the Board of Trade may, if they are of opinion that the Interests of the Public are prejudicially affected thereby, cause the same to be revised; and the Board of Trade may require the Companies Parties thereto to publish such Notices of any intended Revision of the Agreement as the Board of Trade may direct; and the Board of Trade may modify the Agreement in such Manner as may seem expedient for the Protection of the Interests of the Public, and may declare the Modification to be Part of the Agreement, and the same shall be read and take effect accordingly.

Working Agreements between a Company and an Individual.

28. Where a Company is authorized by a Special Act hereafter passed, and incorporating this Part of this Act, to agree with a Person being the Proprietor of a Railway with respect to all or any of the Purposes specified in this Part of this Act, then and in every such Case the Provisions of this Part of this Act shall apply, *mutatis mutandis*, to the Company in relation to such Authority and to the Agreement entered into by virtue thereof.

Alteration of Agreement.

29. For the Purposes of this Part of this Act, any Alteration of an Agreement by the Parties thereto shall be deemed an Agreement.

PART IV.

STEAM VESSELS.

Provision for securing Equality of Treatment.

30. Where a Railway Company incorporated either before or after the passing of this Act is authorized by a Special Act hereafter passed, and incorporating this Part of this Act to build, or buy, or hire, and to use, maintain, and work, or to enter into Arrangements for using, maintaining, or working Steam Vessels for the Purpose of carrying on a Communication between any Towns or Ports, and to take Tolls in respect of such Steam Vessels,—then and in every such Case Tolls shall be at all Times charged to all Persons equally, and after the same Rate in respect of Passengers conveyed in a like Vessel passing between the same Places under like Circumstances; and no Reduction or Advance in the Tolls shall be made in favour of or against any Person using the Steam Vessels in consequence of his having travelled or being about to travel on the whole or any Part of the Company's Railway, or not having travelled or not being about to travel on any Part thereof; or in favour of or against any Person using the Railway in consequence of his having used or being about to use, or his not having used or not being about to use, the Steam Vessels; and where an aggregate Sum is charged by the Company for Conveyance of a Passenger by a Steam Vessel and on the Railway, the Ticket shall have the Amount of Toll charged for Conveyance by the Steam Vessel distinguished from the Amount charged for Conveyance on the Railway.

Application of Railway and Canal Traffic Act.

31. The Provisions of The Railway and Canal Traffic Act, 1854, so far as the same are applicable, shall extend to the Steam Vessels, and to the Traffic carried on thereby.

Company empowered to make Byelaws for regulating Steam Vessels.

32. The Company may from Time to Time make Byelaws in relation to Passengers, Animals, and Goods conveyed in or upon the Steam Vessels, and as to the Embarkation and Disembarkation thereof respectively, and may enforce the Observance of the same by Penalties, in the same Manner as they may with respect to Passengers, Animals, and Goods conveyed upon their Railway; such Byelaws to be sanctioned and authenticated in the same Manner as is required by any Special or other Act with respect to Byelaws relating to the Company's Railway, and being published by being painted on Boards, or printed on Paper and pasted on Boards, and hung up or affixed and continued on some conspicuous Part of every Steam Vessel and Landing-place of the Company; and such Byelaws, and all Penalties in

in respect of the Breach thereof, shall be enforced and recovered in the same Manner as is provided with respect to Byelaws relating to the Company's Railway, and to Penalties in respect of the Breach thereof.

Recovery of Money by Distress.

33. All Tolls and Charges for the Steam Vessels due and payable to the Company on any Account whatsoever, and all Costs, Damages, and Expenses by the Special Act directed to be paid in respect of the Steam Vessels, may be levied by Distress; and in *England* or *Ireland* any Justice, and in *Scotland* the Sheriff, may, on Application by or on behalf of the Company, issue his Warrant accordingly.

The Justice or Sheriff who issues the Warrant of Distress may order that the Costs of the Proceedings for the Recovery of the Toll or Sum shall be paid by the Person liable to pay the Toll or Sum, and the Costs shall be ascertained by the Justice or Sheriff, and shall be included in the Warrant of Distress for the Recovery of the Toll or Sum.

Several Names in One Warrant.

34. Any Number of Names and Sums may be included in any Warrant of Distress or Notice obtained or given by the Company for any of the Purposes of this Part of this Act, or of the Provisions of the Special Act with respect to the Steam Vessels, and may be stated either in the Body of the Warrant or Notice, or in a Schedule thereto.

Provision for Cesser of Powers as to Steam Vessels, on Report from Board of Trade.

35. In every Seventh Year after the passing of the Special Act, reckoned from the First Day of *January* next after its passing, the Board of Trade, if they are of opinion that the Interests of the Public are prejudicially affected by the Exercise of the Powers of the Company relative to Steam Vessels, may give to the Company Notice in Writing thereof, and of the Reasons on which that Opinion is founded, and if the Company does not before the Beginning of the then next Session of Parliament make Provision to the Satisfaction of the Board of Trade for Protection of the Interests of the Public, or if the Injury done to the Interests of the Public is in the Opinion of the Board of Trade incapable of being remedied by the Company, then the Board of Trade, at the Beginning of the Session of Parliament then next following, shall report to both Houses of Parliament such their Opinion, and the Reasons on which that Opinion is founded, and at the Expiration of Twelve Calendar Months after the Presentation to the Houses of Parliament of that Report, the Powers of the Company relative to Steam Vessels, or such of them as are specified in the Report, shall, unless Parliament in the meantime otherwise provides, cease to be exercised.

Part V.

Amalgamation.

Application of Part V.

36. This Part of this Act shall apply where Two or more Railway Companies, respectively incorporated either before or after the passing of this Act, are amalgamated by a Special Act hereafter passed and incorporating this Part of this Act.

Definition of Cases of Amalgamation.

37. For the Purposes of this Part of this Act, Companies shall be deemed amalgamated by a Special Act, in either of the following Cases:

(1.) Where by the Special Act Two or more Companies are dissolved, and the Members thereof respectively are united into and incorporated as a new Company:

(2.) Where by the Special Act a Company or Companies is or are dissolved, and the Undertaking or Undertakings of the dissolved Company or Companies is or are transferred to another existing Company, with or without a Change in the Name of that Company:

And in this Part of this Act, such Special Act is referred to as the amalgamating Act; the Company incorporated or continued by or under the amalgamating Act is referred to as the amalgamated Company; and the Time prescribed in the amalgamating Act for the Amalgamation taking effect, and if no Time is prescribed, then the Time of the passing of the amalgamating Act, is referred to as the Time of Amalgamation.

Undertakings of dissolved Companies

38. In every Case of Amalgamation, the Undertaking, Railways, Harbours, Navigations, Ferries, Wharfs, Canals, Works, Real and Personal Property, Powers, Authorities, Privileges,

Privileges, Exemptions, Rights of Action and Suit, and all other the Rights and Interests of the dissolved Company, shall, subject to the Contracts, Obligations, Debts, and Liabilities of that Company, become at the Time of Amalgamation, and by virtue of the amalgamating Act, vested in the amalgamated Company, and may and shall be held, used, exercised, and enjoyed by the amalgamated Company in the same Manner and to the same Extent as the same respectively at the Time of Amalgamation are, or if the amalgamating Act were not passed might be, held, used, exercised, and enjoyed by the dissolved Company. vested in amalgamated Company.

39. The Special Acts relating to or affecting the dissolved Company or their Undertaking in force at the passing of the amalgamating Act shall, except so far as they are thereby expressed to be varied or repealed, remain in full Force; and all Rights and Powers thereby conferred on and vested in the dissolved Company in relation to their Undertaking may be enjoyed and exercised by the amalgamated Company in relation to the dissolved Undertaking; and all Matters to be done, continued, or completed, or which but for the Amalgamation would, might, or could be done, continued, or completed, by the dissolved Company, or their Directors, Officers, or Servants, under or by virtue of those Acts, shall or may be done, continued, or completed by the amalgamated Company, and their Directors, Officers, and Servants, as the Case may be; and every Special Act, so far as it relates to or affects the dissolved Company or their Undertaking, shall be read and construed as if the Name of the amalgamated Company had been used therein in relation to that Undertaking instead of the Name of the dissolved Company. Acts relating to dissolved Companies to apply to amalgamated Company.

40. Except as may be otherwise provided in the Special Act, all Debts and Money due from or to the dissolved Company, or any Persons on their Behalf, shall be payable and paid by or to the amalgamated Company; and all Tolls, Rates, Duties, and Money due or payable by virtue of any Act relating to the dissolved Company from or to that Company shall be due and payable from or to the amalgamated Company, and shall be recoverable from or by the amalgamated Company by the same Ways and Means, and subject to the same Conditions, as the same would or might have been recoverable from or by the dissolved Company if the amalgamating Act had not been passed. Saving Debts and Claims of dissolved Companies.

41. All Deeds, Conveyances, Grants, Assignments, Leases, Purchases, Sales, Mortgages, Bonds, Covenants, Agreements, Contracts, and Securities which before the Amalgamation have been executed, made, or entered into by, with, to, or in relation to the dissolved Company, or the Directors thereof, and which are in force at the Time of Amalgamation, and all Obligations and Liabilities which before the Amalgamation have been incurred by or to, or which but for the Amalgamation might or would have arisen in relation to, the dissolved Company or the Directors thereof, shall be as valid and of as full Force and Effect in favour of, against, or in relation to the amalgamated Company as if the same had been executed, made, or entered into by, with, or to, or in relation to, or had been incurred by or to or had arisen in relation to, the amalgamated Company by Name. Saving Conveyances, Contracts, &c.

42. All Causes and Rights of Action or Suit accrued before the Time of Amalgamation, and then in any Manner enforceable by, for, or against the dissolved Company, shall be and remain as good, valid, and effectual for or against the amalgamated Company as they would or might have been for or against the dissolved Company affected thereby, if the amalgamating Act had not been passed. Causes and Rights of Action reserved.

43. Nothing in the amalgamating Act or in this Part of this Act shall cause the Abatement, Discontinuance, or Determination of or in anywise prejudicially affect any Action, Suit, or other Proceeding at Law or in Equity commenced by or against the dissolved Company, either solely or jointly with any other Company or with any Person, before the Time of Amalgamation, and then pending; but the same may be continued, prosecuted, or enforced by or against the amalgamated Company, either solely or, as the Case may require, jointly with such other Company or with such Person; and all Persons committing Offences against any of the Provisions of any Special Act relating to the dissolved Company before the Amalgamation may be prosecuted, and all Penalties incurred by reason of such Offences may be sued for and recovered, in like Manner in all respects as if the amalgamating Act had Actions not to abate.

had not been passed,—the amalgamated Company being in respect of all such Matters considered as identical with the dissolved Company.

Saving Submissions and Awards relating to dissolved Companies.

44. No Submission to Arbitration of any Matter in dispute between the dissolved Company and any other Company or any Person, under which any Reference is pending and incomplete at the Time of Amalgamation, and no Award theretofore made and then remaining in force, shall be revoked or prejudicially affected by anything in the amalgamating Act or in this Part of this Act contained; but every such Submission and Award shall be as valid and effectual for or against the amalgamated Company as it would have been for or against the dissolved Company.

Unexecuted Works of dissolved Companies may be completed.

45. All Works which the dissolved Company is at the Time of Amalgamation authorized or bound to execute and complete, and which are not then executed or completed, may or shall (as the Case may require) be executed or completed by the amalgamated Company, and for that Purpose the amalgamated Company shall have and be subject to all the Powers, Rights, and Conditions which were conferred or imposed upon the dissolved Company, and which but for the passing of the amalgamating Act might have been exercised by or enforced against the dissolved Company.

Contracts for Land entered into by dissolved Companies to be executed.

46. Where the dissolved Company has under any Special Act entered into any Contract for the Purchase of or taken or used any Lands, which at the Time of Amalgamation have not been effectually conveyed to the dissolved Company, or the Purchase Money in respect of which has not been duly paid by the dissolved Company,—then and in every such Case the Contract, if in force at the Time of Amalgamation, shall thereafter be completed by, and such Lands shall be conveyed to, the amalgamated Company, or as the amalgamated Company directs, and the Purchase Money shall be paid and applied pursuant to the Special Acts relating to the dissolved Company; and those Acts shall, in relation to the Completion of the Contract and the Purchase and Conveyance of the Lands, and the Payment and Application of the Purchase Money in respect thereof, be read and construed as if the amalgamated Company were the Company named in the Acts and Contract.

Application of Money paid into Bank or to Trustees.

47. Where any Money has, before the Time of Amalgamation, been paid by the dissolved Company, or is thereafter paid by the amalgamated Company under any Special Act relating to the dissolved Company, into the Bank of *England*, or into One of the incorporated or chartered Banks in *Scotland*, or into the Bank of *Ireland*, or to any Trustee or Trustees, on account of the Purchase of any Lands, or any Interest therein, or for any Compensation or Satisfaction, or on any other Account, such Money, or the Stocks, Funds, or Securities in or upon which the same then is or thereafter may be invested by Order of any Court, or otherwise, and the Interest, Dividends, and annual Produce thereof, shall be applied and disposed of pursuant to such Special Act; and that and every other Act shall, in relation to such Money, Stocks, Funds, or Securities, or the Interest, Dividends, or annual Produce thereof, be read and construed as if the amalgamated Company were the Company therein named with reference to the same Money, Stocks, Funds, Securities, Interest, Dividends, or annual Produce.

Officers of dissolved Companies to be accountable for Books, &c.

48. All Officers and Persons who, at the Time of Amalgamation, have in their Posesssion or under their Control any Books, Documents, Papers, or Effects belonging to the dissolved Company, or to which the dissolved Company would but for such Dissolution have been entitled, shall be liable to account for and deliver up the same to the amalgamated Company, or to such Persons as the amalgamated Company may appoint to receive the same, in the same Manner, and subject to the same Consequences on Refusal or Neglect, as if such Officers and Persons had been appointed by and become possessed of such Books, Documents, Papers, or Effects for the amalgamated Company.

Officers of dissolved Companies to be Officers of amalgamated Company.

49. All Clerks, Officers, and Servants who at the Time of Amalgamation are in the Employment of the dissolved Company shall thereupon become Clerks, Officers, or Servants, as the Case may be, of the amalgamated Company, with the same Rights, and subject to the same Obligations and Incidents in respect of such Employment as they would have had or been subject to as the Clerks, Officers, or Servants of the dissolved Company, and shall

so continue unless and until they respectively are duly removed from such Employment by the amalgamated Company, or until the Terms of their Employment are duly altered by the amalgamated Company.

Books, &c. to be Evidence.

50. All Books and Documents which would have been Evidence in respect of any Matter for or against the dissolved Company shall be admitted as Evidence in respect of the same or the like Matter for or against the amalgamated Company.

Resolutions of dissolved Companies to remain in force.

51. All Resolutions of any General Meeting or Board of Directors of the dissolved Company, or of any duly constituted and authorized Committee thereof, so far as the same are applicable and remain in force, shall, notwithstanding the Dissolution, continue to be operative, and shall apply to the amalgamated Company, and to the Directors, Officers, and Servants of the amalgamated Company, until duly revoked or altered by the amalgamated Company or under their Authority.

Payment of Calls.

52. All Calls made by the dissolved Company, and not paid at the Time of Amalgamation, shall be payable to and may be enforced by the amalgamated Company, as if such Calls had been made by the amalgamated Company.

Registers, Books, and Certificates relating to dissolved Companies to subsist until replaced.

53. All Registers of Shares, Stock, Mortgages, and Bonds of the dissolved Company, and all Registers of Transfers thereof respectively, and all Shareholders and Stockholders Address Books, and all Certificates of Shares or Stock of and in the dissolved Company, which are valid and subsisting at the Time of Amalgamation, shall continue to be valid and subsisting, and shall have the same Operation and Effect as before the Dissolution, unless and until new or altered Registers, Books, and Certificates respectively are substituted in their Stead; and all Transfers, Sales, or Dispositions of Stock or Shares made before the Dissolution and not then completed shall have the same Operation and Effect as if made after the Dissolution.

Byelaws to remain in force.

54. All the Byelaws, Rules, and Regulations of the dissolved Company relating to the Management, Use, or Control of their Undertaking shall, notwithstanding the Dissolution, continue to be in force and applicable to and in respect of the Undertaking, and shall and may be enforced by and available to the amalgamated Company in their own Name, as well for the Recovery of Penalties as for all other Purposes, as if the same respectively had been originally made by the amalgamated Company, until the Expiration of Twelve Months after the Time of Amalgamation, or until other Byelaws, Rules, and Regulations are duly made by the amalgamated Company in their Stead, whichever first happens.

General Saving of Rights and Claims.

55. Notwithstanding the Dissolution of the dissolved Company, and the Amalgamation, everything before the Time of Amalgamation done, suffered, and confirmed respectively, under or by virtue of any Special Act relating to the dissolved Company, shall be as valid as if the amalgamating Act had not been passed; and the Dissolution and Amalgamation, and the amalgamating Act, and this Part of this Act, respectively, shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, present or future, which if the Dissolution and Amalgamation had not taken place, and the amalgamating Act had not been passed, would be incident to or consequent on anything so done, suffered, and confirmed respectively; and with respect to all Things so done, suffered, and confirmed respectively, and to all such Rights, Liabilities, Claims, and Demands, the amalgamated Company shall to all Intents represent the dissolved Company; and the Generality of this present Provision shall not be deemed to be restricted by any other of the Provisions of this Part of this Act, or by any Provision of the amalgamating Act that does not expressly refer to this present Provision, and expressly restrict the Operation thereof.