

ANNO PRIMO & SECUNDO

VICTORIÆ REGINÆ.

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CAP. XCVIII.

An Act to provide for the Conveyance of the Mails by Railways. [14th *August* 1838.]

WHEREAS it is expedient that Provision should be made by Law for the Conveyance of the Mails by Railways at a reasonable Rate of Charge to the Public: 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 in all Cases of Railways already made or in progress or to be hereafter made within the United Kingdom, by which Passengers or Goods shall be conveyed in or upon Carriages drawn or impelled by the Power of Steam, or by any locomotive or stationary Engines, or animal or other Power whatever, it shall be lawful for the Postmaster General, by Notice in Writing under his Hand delivered to the Company of Proprietors of any such Railway, to require that the Mails or Post Letter Bags shall from and after the Day to be named in any such Notice (being not less than Twenty-eight Days from the Delivery thereof) be conveyed and forwarded by such Company on their Railway, either by the ordinary Trains of Carriages, or by special Trains, as Need may be, at such Hours or Times in the Day or Night as the Postmaster General shall direct, together with the Guards appointed and employed by the Postmaster General in charge thereof, and any other Officers of the Post Office; and thereupon the said Company shall, from and after the Day to be named in such Notice, at their own Costs, provide sufficient Carriages and Engines on such Railways for the Conveyance of such

Postmaster General may require Railway Companies to convey the Mails.

Mails and Post Letter Bags to the Satisfaction of the Postmaster General, and receive, take up, carry, and convey by such ordinary or special Trains of Carriages or otherwise, as Need may be, all such Mails or Post Letter Bags as shall for that Purpose be tendered to them, or any of their Officers, Servants, or Agents, by any Officer of the Post Office, and also receive, take up, carry, and convey, in and upon the Carriages carrying such Mails or Post Letter Bags, the Guards in charge thereof, and any other Officers of the Post Office, and shall receive, take up, deliver, and leave such Mails or Post Letter Bags, Guards, and Officers at such Places in the Line of such Railway, on such Days, at such Hours or Times in the Day or Night, and subject to all such reasonable Regulations and Restrictions as to Speed of travelling, Places, Times, and Duration of Stoppages, and Times of Arrival, as the Postmaster General shall in that Behalf from Time to Time order or direct: Provided always, that the Rate of Speed to be required shall in no Case exceed the maximum Rate of Speed prescribed by the Directors of such Railway or Railways for the Conveyance of Passengers by their First Class Trains; but that no Alteration in the Rate of Speed of any Train by which the Mails shall be conveyed shall be made until Six Calendar Months previous Notice shall be given to the Postmaster General of any such intended Alteration.

If required, Carriage to be applied exclusively to such Conveyance.

II. And be it enacted, That it shall be lawful for the Postmaster General (if he shall see fit) to require that the whole of the Inside of any Carriage used on any Railway for the Conveyance of Mails or Post Letter Bags shall be exclusively appropriated for the Purpose of carrying the Mails.

Railway Company, if required, to provide separate Carriage for sorting Letters.

III. And be it enacted, That the Company of Proprietors of any such Railway shall, on being required so to do by the Postmaster General, provide and furnish (in addition to the Carriages aforesaid) a separate Carriage or separate Carriages, fitted up as the Postmaster General, or such Person as he shall nominate in that Behalf, shall direct, for the Purpose of sorting Letters therein, and shall forward the same Carriage or Carriages by their Railway, at such Hours or Times, and subject to all such reasonable Regulations as aforesaid, as the Postmaster General shall in that Behalf order or direct; and such Company of Proprietors shall receive, take up, carry, and convey in any such last-mentioned Carriage or Carriages all such Post Letter Bags and Officers of the Post Office as the Postmaster General shall reasonably require, and shall deliver and leave any Post Letter Bags and Officers of the Post Office at such Places on the Line of the Railway as the Postmaster General shall in that Behalf from Time to Time reasonably order and direct.

Postmaster General may direct Mails to be carried on Railway in Mail Coaches, in lieu of Company's Carriages.

IV. And be it enacted, That in case the Postmaster General shall at any Time be desirous of sending by any such Railway any of Her Majesty's Mail Coaches or Mail Carts, with the Mails or Post Letter Bags and Guards thereof, and Carriages for sorting Letters, with any Officers of the Post Office therein, instead of sending the said Mails or Post Letter Bags, Guards, and Officers of the Post Office by Carriages to be provided by such Railway Company

as aforesaid, then and in any such Case such Railway Company shall, at the Request of the Postmaster General, signified by such Notice as aforesaid, cause such Mail Coaches or Mail Carts, with the Mails or Post Letter Bags and Guards thereof, and Carriages for sorting Letters, with any Officers of the Post Office therein, to be conveyed by the usual or proper Trucks or Frames on their said Railway, subject to such Regulations and Restrictions of the Postmaster General as herein-before mentioned.

Railway Companies to be subject to Directions of Post Office respecting Conveyance of Mails.

V. And be it enacted, That for the greater Security of the Mails or Post Letter Bags so to be carried or conveyed by Railways the Company of Proprietors of such respective Railways along which such Mails or Post Letter Bags, Mail Coaches, or Carts and Carriages for sorting Letters shall be so required by the Postmaster General to be conveyed, and their respective Officers, Servants, and Agents, shall obey, observe, and perform all such reasonable Regulations respecting the Conveyance, delivering, and leaving of such Mails and Post Letter Bags, Guards, and Officers of the Post Office, Mail Coaches, or Carts and Carriages, on any such Railways, or on the Line thereof, as the Postmaster General, or such Officer of the Post Office as he shall nominate in that Behalf, shall in his Discretion from Time to Time give or make: Provided always, that it shall not be lawful for any Officer or Servant of the Post Office to interfere with or give Orders to the Engineer or other Person having the Charge of any Engine upon any Railway along which Mails or Post Letter Bags shall be conveyed; but if any Cause of Complaint shall arise the same shall be stated to the Conductor or other Officer of the Railway Company having the Charge of the Train, or to the chief Officer at any Station upon the Railway; and in case of any Default or Neglect on the Part of any Officers or Servants of the Railway Company to comply with any of the Regulations of the Postmaster General or other Officer of the Post Office so to be nominated as aforesaid the Railway Company shall be wholly responsible for the same.

Remuneration to Railway Companies for Conveyance of Mails.

VI. And be it enacted, That every Company of Proprietors of any Railway along which such Mails or Post Letter Bags, Mail Coaches, Carts, or Carriages shall be so required by the Postmaster General to be conveyed, shall be entitled to such reasonable Remuneration to be paid by the Postmaster General to any such Company of Proprietors for the Conveyance of such Mails, Post Letter Bags, Mail Guards, and other Officers of the Post Office, Mail Coaches, Carts, and Carriages, in manner required by such Postmaster General, or by such Officer of the Post Office as he shall in that Behalf nominate as aforesaid, as shall (either prior to or after the Commencement of such Service) be fixed and agreed on between the Postmaster General and such Company of Proprietors, or in case of Difference of opinion between them then as shall be determined by Arbitration as herein-after provided, but so that the Services which may be required by the Postmaster General, or by such Officer of the Post Office as he in that Behalf shall nominate as aforesaid, to be performed by any such Company of Proprietors, be not suspended, postponed, or deferred by reason of such Remuneration not having been then fixed or agreed on between the said Postmaster

master General and such Company of Proprietors, or by reason of the Award on any Reference to Arbitration to determine the Remuneration not having been then made.

Agreements between Postmaster General and Railway Companies as to Amount of Remuneration, &c. may be altered.

VII. And be it enacted, That notwithstanding any Agreement entered into between the Postmaster General and any such Company, or any Award to be made on any such Reference as aforesaid, fixing the Amount of Remuneration to be paid to such Company for any Services to be rendered by them as aforesaid, it shall be lawful and competent to and for the Postmaster General, by Notice in Writing, to require, from and after the Day to be named in any such Notice, not being less than Twenty-eight Days from the Delivery thereof, any Addition to be made to the Services in respect of which such Agreement shall be entered into or Award made; and in any such Case, and also in case of a Discontinuance of any Part of such Services as herein-after provided, a fresh Agreement shall be entered into between the Postmaster General and such Company, regulating the future Amount of Remuneration to be paid by the Postmaster General to such Company for such increased or diminished Services, as the Case may be; or if the Parties cannot agree on such Amount the same shall be referred to Arbitration in like Manner as herein-before is mentioned and herein-after provided as to any original Agreement; and such Arbitrators shall have Power to award any Compensation they may consider reasonable to be paid to any Railway Company for any Loss that may have been occasioned to them by the Discontinuance or Alteration of the Services previously agreed to be performed by them by any Train or Carriage specially required by the Postmaster General to be forwarded for the Conveyance of the Mails, but so that nevertheless such increased or diminished Services shall not be suspended, postponed, or deferred by reason of the Amount of such increased or diminished Remuneration not having been then fixed or agreed on between the Postmaster General and such Company of Proprietors, or by reason of the Award on any Reference to Arbitration to determine the Amount of such increased or diminished Remuneration not having been then made.

Postmaster General may terminate Services of Railway Companies, on Notice;

VIII. And be it enacted, That it shall be lawful for the Postmaster General and he is hereby authorized, at any Time during the Continuance of the Services of any Company of Proprietors as aforesaid, to give to such Company, by Writing under his Hand, Six Calendar Months previous Notice that such Services or any Part thereof shall cease and determine; and thereupon, at the Expiration of such Six Calendar Months Notice, the said Services, or such Part thereof as aforesaid, and the Remuneration for the same, shall cease and determine.

or may terminate Services of Railway Companies without Notice, subject to certain Conditions.

IX. And be it enacted, That it shall be lawful for the Postmaster General at any Time during the Continuance of the Services of any Company of Proprietors as aforesaid, by Notice in Writing under his Hand, absolutely to determine and put an End to the same or any Part thereof, without giving any previous Notice, or on giving any Notice less than Six Calendar Months in respect thereof, and thereupon the said Services shall cease and determine accordingly: Provided nevertheless,

theless, that in case the Postmaster General shall, without giving Six Calendar Months Notice as aforesaid, at any Time determine the Services to be required by the Postmaster General of any Company of Proprietors, or any Part of such Services, without any Cause whatever, or for any Cause other than the Default by such Company of Proprietors in the Performance of any of the Services to be required of them by the Postmaster General, or the Breach by such Company of Proprietors of any of their Engagements with the Postmaster General, then and in any such Case the Postmaster General shall make to such Company a full and fair Compensation for all Loss thereby occasioned, the Amount whereof in case the Parties differ about the same shall be ascertained by Arbitration as herein-after mentioned.

Royal Arms to be painted on Engines or Carriages provided for the Service of the Post Office.

X. And be it enacted, That on all Carriages to be provided for the Service of the Post Office on any such Railway there shall on the Outside be painted the Royal Arms, in lieu of the Name of the Owner and of the Number of the Carriage, and of all other Requisites, if any, prescribed by Law in respect of Carriages passing on any such Railway; but the Want of such Royal Arms on any Carriage belonging to or used by the Post Office shall not form an Objection to such Carriage running on any Railway, any thing to the contrary notwithstanding.

Bye Laws of Railway Companies not to be repugnant to Provisions of Act.

XI. And be it enacted, That it shall not be competent or lawful to or for the Company of Proprietors of any Railway to make any Bye Laws, Orders, Rules, or Regulations which shall militate against or be contrary or repugnant to any of the Enactments herein contained; and that if any Company of Proprietors shall make or shall have made any such Bye Laws, Orders, Rules, or Regulations, either prior or subsequently to the Postmaster General signifying to the said Company his Intention that the Mails or Post Letter Bags, Mail Coaches, Carts, or Carriages shall be conveyed by such Railway, all such Bye Laws, Orders, Rules, and Regulations, so far as they shall militate against or be contrary or repugnant to any of the Enactments herein contained, shall be and be deemed absolutely void and of no Effect, in like Manner as if such Bye Laws, Orders, Rules, or Regulations had never been made or passed, any thing to the contrary in anywise notwithstanding.

Penalty for refusing or neglecting to convey Mails.

XII. And be it enacted, That if the Company of Proprietors of any Railway, or any of their respective Officers, Servants, or Agents, shall refuse or neglect to carry or convey any Mails or Post Letter Bags, when tendered to them for such Purpose by the Postmaster General or any Officer of the Post Office, or shall refuse to carry on their Railway any Mail Coaches, Carts, or Carriages as herein-before provided, when so required by the Postmaster General, or shall refuse or neglect to receive, take up, deliver, and leave any such Mails or Post Letter Bags, Mail Guards, or other Officers of the Post Office, Mail Coaches, Carts, or Carriages, at such Places, at such Times, on such Days, and subject to such Regulations and Restrictions as to Speed of travelling, Places, Times, and Duration of Stoppages, as the Postmaster General shall from Time to Time reasonably direct or appoint, as herein-before provided, or shall not obey, observe, and perform all such Regulations respecting the Conveyance of the Mails

and Post Letter Bags, Mail Coaches, Carts, and Carriages on any such Railways as the Postmaster General, or such Officer of the Post Office as he shall nominate in that Behalf, shall make for the Purposes aforesaid, then and in any such Case the Company of Proprietors who, or whose Officer, Servant, or Agent, shall so offend in the Premises, shall for every such Offence forfeit and pay a Sum not exceeding Twenty Pounds; provided nevertheless, that the Payment of or Liability to such Penalty shall not in any Manner lessen or affect the Liability of any such Company under any Bond which may have been given by them under the Provisions herein-after contained.

Postmaster General may require Railway Companies to give Security by Bond.

XIII. And be it enacted, That it shall be lawful for the Postmaster General, if he shall so think fit, to require the Company of Proprietors of any Railway already made or in progress or to be hereafter made within the United Kingdom to give Security by Bond to Her Majesty, Her Heirs and Successors, conditioned to be void if such Company shall from Time to Time carry or convey, or cause to be carried or conveyed, all such Mails or Post Letter Bags, Mail Guards, and other Officers of the Post Office, Mail Coaches, Carts, and Carriages in manner herein-before mentioned, when thereunto required by the Postmaster General, or any Officer of the Post Office duly authorized for that Purpose, and shall receive, take up, deliver, and leave all such Mails or Post Letter Bags, Guards and Officers, Mail Coaches, Carts, and Carriages, at such Places, at such Times, on such Days, and subject to such Regulations and Restrictions as to Speed of travelling, Places, Times, and Duration of Stoppages, as herein-before mentioned, and shall obey, observe, and perform all such Regulations respecting the same as the Postmaster General shall reasonably make, and shall well and truly do and perform, and cause to be done and performed, all such other Acts, Matters, and Things as by this Act are required or directed to be done or performed by or on the Part or Behalf of such Company, their Officers, Servants, and Agents; and every such Bond shall be taken in such Sum and in such Form as the Postmaster General shall think proper; and every such Security shall be renewed from Time to Time whenever and so often as such Bond shall be forfeited, and also whenever and so often as the Postmaster General shall in his Discretion require the same to be renewed; and if any Company of Proprietors of any such Railway as aforesaid shall, when so required as aforesaid, refuse or neglect, for the Space of One Calendar Month next after the Delivery of any Notice for such Purpose to them given by or from the Postmaster General, to execute to Her Majesty, Her Heirs and Successors, such Bond to the Effect and in manner aforesaid, or shall at any Time refuse or neglect to renew such Bond whenever and so often as the same shall by or in pursuance of this Act be required to be renewed, such Company of Proprietors shall forfeit One hundred Pounds for every Day during the Period for which there shall be any Refusal, Neglect, or Default to give or renew such Security as aforesaid, after the Expiration of the said One Calendar Month.

Lessees of Railway, not being a Body Corporate or Company,

XIV. Provided always, and be it enacted, That in all Cases in which any Railway or Part of a Railway may previous to the passing of this Act have been demised or let by the Company of Proprietors thereof, the Body Corporate or Company, or other

Persons to whom the same shall have been so demised or let, their Successors, Executors, Administrators, or Assigns, shall during the Continuance of such Lease be liable to all the Provisions of this Act for or in respect of such Railway or Part of a Railway, in lieu of such Company of Proprietors, but so that such Lessees (not being a Body Corporate or Company), their Executors, Administrators, or Assigns, shall not be required in respect of any such Railway or Part of a Railway to give Security under the foregoing Enactment to any Amount in any One Bond exceeding the Sum of One thousand Pounds, and shall not in any One Year be liable in Damages to be recovered upon any Bonds which they may have given to any Amount exceeding the Sum of One thousand Pounds and Costs of Suit.

not to be required to give Security by Bond above 1,000*l.*

XV. And be it enacted, That all Notices under the Provisions of this Act by or on behalf of the Postmaster General to any Company of Proprietors of any Railway as aforesaid shall be considered as duly served on any Company of Proprietors in case the same shall be given or delivered to any One or more of the Directors of such Company, or to the Secretary or Clerk of such Company, or be left at any Station belonging to such Company.

Service of Notices.

XVI. And be it enacted, That in all Cases in which the Postmaster General and any Company of Proprietors of any Railway shall not be able to agree on the Amount of Remuneration or Compensation to be paid by the Postmaster General to such Company of Proprietors for any Services performed or to be performed by them as herein-before mentioned, the same shall be referred to the Award of Two Persons, one to be named by the Postmaster General, and the other by such Company; and if such Two Persons cannot agree on the Amount of such Remuneration or Compensation, then to the Umpirage of some Third Person, to be appointed by such Two first-named Persons previously to their entering upon the Inquiry; and the said Award or Umpirage, as the Case may be, shall be binding and conclusive on the said Parties, and their respective Successors and Assigns.

For settling Differences between Postmaster General and Railway Companies in certain Cases.

XVII. And be it enacted, That after any Contract entered into or Award made under the Authority of this Act shall have continued in operation for a Period of Three Years, it shall be competent for any Railway Company who may consider themselves aggrieved by the Terms of Remuneration fixed by such Contract or Award, by Notice under their Common Seal, to require that it shall be referred to Arbitrators to determine whether any and what Alteration ought to be made therein; and thereupon such Arbitrators or Umpire to be appointed as herein-before mentioned shall proceed to inquire into the Circumstances, and make their Award therein, as in the Case of an original Agreement: Provided always, that the Services performed by such Railway Company for the Post Office shall in nowise be interrupted or impeded thereby.

Railroad Companies, after Contracts have existed for a certain Period, may refer them to Arbitrators to decide as to their Continuance.

XVIII. And be it enacted, That in all References to be made under the Authority of this Act the Postmaster General, or the Railway Company, as the Case may be, shall nominate his or their Arbitrator within Fourteen Days after Notice from the other Party, or

Nomination of Arbitrators to be within a limited Time after Appli-

cation for References made.

or in default it shall be lawful for the Arbitrator appointed by the Party giving Notice to name the other Arbitrator; and such Arbitrators shall proceed forthwith in the Reference, and make their Award therein within Twenty-eight Days after their Appointment, or otherwise the Matter shall be left to be determined by the Umpire; and if such Umpire shall refuse or neglect to proceed and make his Award for the Space of Twenty-eight Days after the Matter shall have been referred to him, then a new Umpire shall be appointed by the Two first-named Arbitrators, who shall in like Manner proceed and make his Award within Twenty-eight Days, or in default be superseded, and so *toties quoties*.

Construction of Terms.

XIX. And be it enacted, That whenever the Term "Company of Proprietors," or "Railway Company," or "Company" is used in this Act, the same shall extend to and be construed to include the Proprietors for the Time being of any Railway, whether a Body Corporate or Individuals, and also (during the Continuance of any Demise or Lease as aforesaid) any Person, whether a Body Corporate or Company or Individuals, to whom any Railway or Part of a Railway may previous to the passing of this Act have been demised or let, and their Successors, Executors, Administrators, and Assigns, unless the Subject or Context be otherwise repugnant to such Construction; and that the Provisions of this Act shall be construed according to the respective Interpretations of the Terms and Expressions contained in an Act passed in the First Year of the Reign of Her present Majesty, intituled *An Act for consolidating the Laws relative to Offences against the Post Office of the United Kingdom, and for regulating the judicial Administration of the Post Office Laws, and for explaining certain Terms and Expressions employed in those Laws*, so far as those Interpretations are not repugnant to the Subject or inconsistent with the Context of such Provisions; and that this present Act shall be deemed and construed to be a Post Office Act within the Intent and Meaning of the said last-mentioned Act; and the pecuniary Penalties hereby imposed shall be recovered and recoverable in the Manner and Form therein particularly mentioned and expressed with reference to the pecuniary Penalties imposed by the Post Office Acts: Provided nevertheless, that any Justice of the Peace having Jurisdiction for any County through which any Railway shall pass, in respect of which any Penalty or Forfeiture under this Act shall have been incurred, shall and may hear and determine any Offence against this Act which may subject any Company to a pecuniary Penalty not exceeding Twenty Pounds; and a Summons issued under the Post Office Acts by any such Justice against any Railway Company for the Recovery of any such Penalty shall be deemed to be sufficiently served in case either the Summons or a Copy thereof be delivered to any Officer, Servant, or Agent of such Company, or be left at any Station belonging to such Company.

1 Vict. c. 36.

Act may be amended or repealed.

XX. And be it enacted, That this Act may be amended or repealed by any Act to be passed in the present Session of Parliament.

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