ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. lxxxv.

An Act for making a Railway from *Staines* to *Wokingham* and *Woking*. [8th *July* 1853.]

WHEREAS the making of a Railway from *Staines* in the County of *Middlesex* to join the *Reading, Guildford, and Reigate* Railway at *Wokingham* in the County of *Berks*, and to join the *London and South-western* Railway at *Woking* in the County of *Surrey*, would be of great public Advantage: And whereas the Persons herein-after named, together with other Persons, are willing, at their own Expense, to carry such Undertaking into Execution; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

I. That "The Companies Clauses Consolidation Act, 1845," 8 & 9 Vict.
"The Lands Clauses Consolidation Act, 1845," and "The Railways cc. 16. 18. & 20. incorpo-

 Clauses

rated with this Act. Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Short Title. II. That in citing this Act for any Purpose whatever it shall be sufficient to use the Expression, "The *Staines, Wokingham, and Woking* Railway Act, 1853."

Incorporation of Company. III. That *James Garrard, Robert William Kennard, John Walter, John Alves Arbuthnot, John Sykes, William Newnham*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway herein-after particularly mentioned, with proper Works and Conveniences belonging thereto, according to the Provisions of the said Acts and of this Act, and for other Purposes herein and in the said Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Staines, Wokingham, and Woking* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said Acts contained.

Capital. IV. That the Capital of the said Company shall be Three hundred thousand Pounds, and the Number of Shares into which the said Capital shall be divided shall be Fifteen thousand, and the Amount of each Share shall be Twenty Pounds.

Calls. V. That Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at the least shall be the Interval between successive Calls.

Interest not to be paid on Calls paid up. VI. That it shall not be lawful for the said Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital of this Act authorized to be raised: Provided always, that nothing herein contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposit for future Bills VII. That it shall not be lawful for the said Company, out of any Money by this Act authorized to be raised, to pay or deposit any Sum

of

of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway or execute any other Work or Undertaking. not to be paid out of Company's Capital.

VIII. That it shall be lawful for the said Company to borrow on Mortgage or Bond any Sum not exceeding in the whole Ninety thousand Pounds; but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Three hundred thousand Pounds shall have been subscribed for, and One Half Part thereof shall have been actually paid up; and all Monies, whether raised by Shares or Mortgage, shall be applied in carrying out the Purposes of this Act only, and for no other Purpose. Power to borrow Money on Mortgage.

IX. That it shall be lawful for the Mortgagees of the Company to enforce Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Money due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Five thousand Pounds. Appointment of Receiver.

X. That the Number of Directors of the said Company shall be Five, and the Qualification of a Director shall be the Possession of Twenty-five Shares in the Undertaking. Number of Directors.

XI. That the Quorum of a Meeting of Directors shall be Three. Quorum of Directors.

XII. That the First Directors of the said Company shall be *James Garrard*, *Robert William Kennard*, *Alexander Thomas Gordon*, *Richard Davis*, and *Richard Blanshard*. First Directors.

XIII. That the Directors herein-before appointed shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act; or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and the Directors appointed at the First Ordinary Meeting after the passing of this Act shall continue in Office until the First Ordinary Meeting to be held after the opening for public Traffic of the Railway, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed As to Election, &c. of Directors.

appointed at the First Ordinary Meeting after the passing of this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed at such First Ordinary Meeting being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of such of the Directors as shall then, in accordance with the Provisions contained in "The Companies Clauses Consolidation Act, 1845," retire from Office; and the several Persons elected at any such Meeting, being neither removed or disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead, as in the last-mentioned Act is provided.

Power to vary the Number of Directors.

XIV. That it shall be lawful for the said Company, by the Vote of any General or Special General Meeting, from Time to Time to increase or reduce the Number of Directors for the Time being, but so that the Number of Directors shall at no Time be greater than Six nor less than Three, and also, subject to the Provisions of the recited Acts, to determine the Order of Rotation in which such increased or reduced Number of Directors shall go out of Office; and all Acts, Matters, and Things done by or by the Authority of the said Directors, when so increased or reduced in Number, shall be valid.

Newspaper for Advertisements.

XV. That all Advertisements relating to the Affairs of the Company shall be inserted in some Newspaper published in the County of *Middlesex*.

Amended Plans to be retained by the Clerks of the Peace.

XVI. And whereas Plans and Sections of the proposed Railway, showing the Lines and Levels thereof respectively, and also Books of Reference thereto, containing the Names of the Owners and Lessees or reputed Owners and Lessees and Occupiers of the Lands through which the same were intended to pass, were, in the Month of *November* last, deposited with the respective Clerks of the Peace for the Counties of *Middlesex*, *Berks*, *Wilts*, and *Surrey*: And whereas, in pursuance of a Resolution of the House of Commons of the Fourth Day of *March* last, amended Plans and Sections of the proposed Railway, with amended Books of Reference thereto, were, in the Months of *April* and *May* last, deposited with the respective Clerks of the Peace for the several Counties aforesaid: Be it therefore enacted, That the Plans, Sections, and Books of Reference so deposited as last aforesaid shall be retained by the said Clerks of the Peace respectively; and all the Provisions of the Public General Act of the First Year of the Reign of Her present Majesty, Chapter Eighty-three,

Eighty-three, shall extend and apply to the last-mentioned Plans, Sections, and Books of Reference.

Works to be made according to deposited Plans.

XVII. That, subject to the Provisions and Restrictions in this Act and the said incorporated Acts contained, the Company may make the said intended Railway in the Line and upon the Lands delineated upon the Plans and described in the Books of Reference, and according to the Levels shown on the Sections deposited in the Months of *April* and *May* last, as aforesaid, and may enter upon, take, and use such of the said Lands as may be necessary for the Purposes of the Railway.

Company not to take a certain Field without Consent.

XVIII. Provided always, That the Company shall not enter upon, take, or use a certain Field which on the said Plans is numbered 14 in the Parish of *Wokingham* in the County of *Berks*, without the Consent in Writing of *George Henry Crutchley*, or other the Owner thereof for the Time being, for that Purpose first had and obtained.

Not to interfere with Lands of South-western Railway Company without Consent.

XIX. Provided always, That the Company shall not enter upon, take, or use any Land vested in or in the Possession of the *London and South-western* Railway Company, except for the Purpose of forming a Junction with the *London and South-western* Railway, as by this Act authorized, without in every Case the previous Consent in Writing of that Company under their Common Seal.

Line of Railway.

XX. That the Railway shall commence by a Junction with the *Windsor* Branch of the *London and South-western* Railway in the Parish of *Staines* in the County of *Middlesex*, and shall terminate by a Junction with the *Reading, Guildford, and Reigate* Railway in the Parish of *Wokingham* in the County of *Berks*, and by a Junction with the Main Line of the *London and South-western* Railway in the Parish of *Woking* in the County of *Surrey*.

Works at Junction with South-western Line to be done under Superintendence of their Engineer.

XXI. Provided always, That the Junctions with the *London and South-western* Railway, and all Works and Conveniences for the Purposes of or connected with such Junctions, including Signals, shall be made by the *London and South-western* Railway Company under the Superintendence and Direction of their Engineer, and at the Expense of the Company, and the Nature and Extent of such Works and Conveniences shall be determined by that Engineer.

Lands vested in South-eastern Railway Company not to be

XXII. That, except for the Purpose of forming a Junction with the *Reading, Guildford, and Reigate* Railway, as by this Act authorized, the Company shall not enter upon, take, or use any Land vested in the *South-eastern* Railway Company, without in every Case

taken without Consent.

Case the previous Consent in Writing of that Company under their Common Seal.

Works to be under Superintendence of Engineer of South-eastern Railway.

XXIII. Provided also, That the Junction with the *Reading, Guildford, and Reigate* Railway, and all Works and Conveniences for the Purposes of or connected with such Junction, including Signals, shall be made by the *South-eastern* Railway Company, under the Superintendence and Direction of their Engineer, and at the Expense of the Company, and the Nature and Extent of such Works and Conveniences shall be determined by that Engineer, and in case of Difference between the Companies by an Engineer to be appointed by the Board of Trade.

Power to cross certain Roads on the Level.

XXIV. That, subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained, in reference to the crossing of Roads on a Level, it shall be lawful for the Company, in constructing the said Railway, to carry the same on the Level across the Roads following:

Number on Plans.	Parish.	Description of Road.
12 B	Parish of Staines	Parish Road.
21	,, Egham	ditto.
39 & 47	,, Egham	ditto.
73	,, Egham	ditto.
1 A	Windlesham Parish	Turnpike Road.
3	Binfield ditto	Public Road.
9	Wokingham ditto	ditto.
22	Wokingham ditto	ditto.
36	Chobham ditto	ditto.
52	Chobham ditto	ditto.
10	Horsell ditto	ditto.
28	Horsell ditto	ditto.

Company to erect a Station or Lodge at the Point of crossing, and abide by the Regulations of the Board of Trade.

XXV. That, for the greater Convenience and Security of the Public, the Company shall erect and permanently maintain either a Station or Lodge at the Point where the said Railway crosses the before-mentioned Roads on the Level; and the said Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations, herein-after called the Board of Trade; and if the said Company shall fail to erect or at all Times to maintain any such Station or Lodge, or appoint a proper Person

Person to watch or superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require a Bridge to be erected in lieu of level Crossing.

XXVI. That it shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the Public Safety, at any Time, either before or after the Railway hereby authorized to be carried across the said Road on the Level shall have been completed and open for Public Traffic, to require the Company, within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry the before-mentioned Road either under or over the Railway by means of a Bridge or Arch, in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade best adapted for removing or diminishing the Danger arising from such level Crossing.

Railway carried through Lands belonging to the Crown to be carried in such Direction as the Commissioners of Woods shall approve, and to be subject to their Control.

XXVII. And whereas the Queen's most Excellent Majesty, in right of Her Crown, is or claims to be seised of certain Lands Parcel of the Manor of *Egham*, and of other Lands in the County of *Surrey*, through which or some Part thereof it is intended that the said projected Railway shall be carried: Be it enacted, That, notwithstanding anything in this Act, or in the Plans and Books of Reference herein referred to, contained to the contrary, the Line of the said projected Railway into, through, or over any Lands belonging to Her Majesty in right of Her Crown shall be laid down and executed in such Course and Direction, and in such Course and Direction only, within the Limits of Deviation marked on the said Plans, as shall be marked out or approved in Writing by the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, and that the said Company shall construct the said projected Railway in such Course and Direction as shall be so marked out or approved as aforesaid, and in none other, and that the Direction of the Line and its Levels, and the Construction of the Railway and Stations, and all Works connected therewith, in or over or adjoining to any Lands belonging to Her Majesty, shall be subject to the Control and ordering of the said Commissioners, or One of them, and shall be executed to their Satisfaction, under the Superintendence of an Engineer to be employed by them or One of them for that Purpose, on behalf of the Crown: Provided always, that it shall not be lawful for the said Commissioners to require the said Company to alter the Course or Direction of the Railway beyond the Limits of Deviation defined on the said

Plan, or to alter the Levels thereof to a greater Extent than is authorized by the Railways Clauses Consolidation Act, 1845.

Works to be executed by the Company.

XXVIII. That the Company shall, at their own Expense, execute the following Works to the Satisfaction of the said Commissioners; (that is to say,)

First, Four convenient level Crossings at the Points marked respectively with the Letters A, E, G, and H on the Plans of the Line of the said Railway deposited at the Office of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, and signed by the Honourable *Charles Alexander Gore*, One of such Commissioners:

Second, a Cottage adjoining the level Crossing at the Point marked A, to be built for the exclusive Use of the Crown, according to a Plan to be approved by the said Commissioners:

Third, the Line of Railway through the Farm commonly called the *Egham Manor Farm* to be sufficiently fenced in with strained Wire Fencing having not less than Six Wires:

Fourth, Two convenient Passages to be made under the Line of Railway at the Points marked with the Letters C and D on the said Plans:

Fifth, a Bridge to be constructed over the intended Line of Railway at the Point marked with the Letter F on the said Plans, of such Dimensions that the clear Carriage or Road Way over the same shall not be less than Twelve Feet in Width:

Sixth, the Station for the Town of *Egham* to be a First-class Station, and to be constructed on Land belonging to Her Majesty, at such Place and according to such Plans as the Commissioners, or One of them, shall approve.

Works not to be commenced till the Line is fixed.

XXIX. That it shall not be lawful for the Company to execute or commence any Part of the said Railway on the Lands belonging to Her Majesty, or any of the Works by this Act authorized to be constructed on the said Lands, until correct Plans, Sections, and Specifications of the Works proposed to be executed on the said Lands shall have been submitted by the Company to the said Commissioners, on behalf of Her Majesty, and approved by them in Writing, showing therein the Course or Direction of the Railway across any Lands belonging to Her Majesty in right of Her Crown, and the Quantities and Situations of the Lands of Her Majesty required to be taken for the same, and the several Levels, Bridges, Drains, Culverts, Slopes, Crossings, Fences, Stations, and other Works and Communications connected with the said Railway, so far as the same will pass or be constructed through, over, or along any Lands belonging

belonging to Her Majesty in right of Her Crown, and after such Plans, Sections, and Specifications shall have been prepared and approved as aforesaid, no Deviations shall be made therefrom without the Consent in Writing of the said Commissioners or One of them, first had and obtained for that Purpose; and the said Company shall and they are hereby required to construct and completely execute and maintain such Portions of the said Railway as shall be delineated in such approved Plans as aforesaid, and the several Levels, Bridges, Drains, Culverts, Slopes, Crossings, Fences, Stations, and other Works to be shown or described in such approved Plans, Sections, and Specifications respectively, under the Direction and Supervision of an Engineer to be appointed by the said Commissioners or One of them, on behalf of Her Majesty, and in all respects to the Satisfaction of the said Commissioners; and no Alteration of Form, Design, or Elevation, and no Change in the Use and Appropriation of the Slopes and spare Ground, shall at any Time hereafter be made or suffered by the said Company without the Consent in Writing of the said Commissioners or One of them, first had and obtained for that Purpose; and it shall not be lawful for the Company at any Time hereafter, without such Consent as aforesaid, to use any Part of the Slopes or spare Ground on either Side of the Railway (so far as such Railway shall be constructed or pass through or over any Lands now belonging to Her Majesty in right of Her Crown) for the Deposit of Goods, or the Deposit or working of Materials for Repairs, or for any Purpose which may cause Injury or Annoyance or be unsightly to the Owners or Occupiers of the adjoining Lands, but the future Use and Appropriation of all such Slopes and spare Ground as aforesaid shall be at all Times subject to the Control of the said Commissioners.

Compensation to be paid the Commissioners of Woods before any Lands of the Crown are taken for the Railway.

XXX. That the Company shall and they are hereby required to pay to the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, for and on behalf of Her Majesty, Her Heirs and Successors, and also to the respective Lessees, Tenants, and Occupiers of Lands belonging to Her Majesty in respect of their several Interests in the same, such Price or Prices in Money for any Part or Parts of the Lands of Her Majesty required to be taken by the Company for the Formation or Construction of the said Railway, or any Stations or Works connected therewith, and also such Satisfaction and Compensation for Damage, Loss, Injury, or Inconvenience in respect of Lands of Her Majesty not required to be taken for the said Railway, or any Works connected therewith, (whether temporary, perpetual, or recurring, and whether arising by reason of Severance or otherwise,) as shall be settled and adjudged by any Land Surveyor to be nominated by the said Commissioners or One of them, on behalf of Her Majesty, to be a full

Price and Recompence for the same respectively; and that the said Company shall also pay to the said Commissioners all Costs, Charges, and Expenses incurred or to be incurred by the said Commissioners, on behalf of Her Majesty, in relation to this Act, or to the Railway or Works to be constructed under the Authority of the same, including therein the Costs, Charges, and Expenses of the Surveyors, Engineers, and Solicitors employed by the said Commissioners or either of them, and the Costs of all Surveys and Valuations made or to be made on behalf of Her Majesty by Direction of the said Commissioners or either of them, and all Costs and Expenses incident to the Supervision and Control of such Portions of the said Railway and Works as shall be constructed upon or adjoining to any Lands belonging to Her Majesty in right of Her Crown; and it shall not be lawful for the Company to take or use any Land belonging to Her Majesty in right of Her Crown without the Consent in Writing of the said Commissioners or One of them, and until the Price, Recompence, or Compensation to be paid or made by the Company for the same, and for all Estates and Interests therein, shall have been agreed or settled and ascertained as aforesaid, and the Amount thereof, together with such Costs, Charges, and Expenses as aforesaid, shall have been paid by the Company to the Parties entitled to receive the same respectively; and further, that the said Company shall make and maintain all such Works and Communications for the Accommodation of adjoining Lands as shall be required by the said Commissioners on behalf of Her Majesty, or on behalf of the Tenants of Her Majesty or any of them.

Compensation to be paid to Commissioners of Woods in respect of Crown Lands.

XXXI. That, in addition to Compensation for the Land actually required for the Purposes of the said intended Railway, and for consequential Injury, the Company shall pay to the said Commissioners a Sum equal to the Value of the Fee Simple of the Land lying on each Side of the outer Part of so much of the intended Works as will be situate in the Woods or Plantations commonly called the *Englemoor* Plantations, to the Extent of Thirty Yards in Width on each Side of the said Works, together with the Value of the Timber or Fir Trees standing thereon; and the Company shall, until they shall receive Notice in Writing no longer to do so from the said Commissioners or One of them, keep such Land clear from Timber, Underwood, Heath, and Grass, but the Company shall not exercise any other Right upon or over the said Land, which shall remain vested in Her Majesty, and subject to the Management of the said Commissioners, as the same would have done if this Act had not passed, the Value of the said Land and Timber to be ascertained by the Surveyor to be nominated as herein before mentioned; and it shall be lawful for the said Commissioners or either of them, at any Time and from Time to Time, to make, form, maintain, and use such

such Sidings from the Line of the said intended Railway into any Lands belonging to Her Majesty as they or he shall think fit and proper; and the Company shall not retain in their Possession any Land belonging to Her Majesty not actually required for the Purposes of their Works, for the Necessity of which the Commissioners of Her Majesty's Woods or One of them shall be the sole Judges or Judge, but the same Land shall, if the said Commissioners or One of them shall so require, be reconveyed to Her Majesty for the Price at which the same was purchased by the Company, after deducting a proper Sum (to be ascertained by the said Surveyor) for Compensation in respect of any Damage the same may have sustained.

Commissioners of Woods may enter into Agreements with Company as to Crown Lands.

XXXII. That it shall be lawful for the said Commissioners for the Time being to enter into any Agreement, on behalf of Her Majesty, with the Company, in relation to the Lands belonging to Her Majesty affected by the said Railway; and that any such Agreement, when duly executed by the said Commissioners, on behalf of Her Majesty, and by the Company, under the Authority of this Act, shall be binding and obligatory on the Parties thereto for the Purposes which may in such Agreement be expressed.

Saving Rights of the Crown.

XXXIII. That this Act shall not divest or prejudice any of the Rights or Powers vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Certain Works not to be executed without the Consent of the Lords of the Admiralty.

XXXIV. That it shall not be lawful for the Company to construct any Bridge across the River *Thames*, or any Work connected therewith, or in, under, over, or across such River, without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, for the Time being, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only according to such Plan and under such Restrictions and Regulations as the said Lord High Admiral or the said Commissioners for executing the Office of Lord High Admiral may approve, such Approval being signified as last aforesaid.

Bridge, and Works in the River Thames, to be executed under the Direction of the Corporation of London.

XXXV. That the Bridge to be erected for the Purpose of carrying the said Railway across the River *Thames* shall be executed according to a Plan and Elevation and upon the Site, within the Limits of Deviation defined upon the Plans deposited with the Clerks of the Peace as aforesaid, to be approved by the Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, and to be deposited at the Office of the Town Clerk of the said City, and that the Works in the River *Thames* and adjoining thereto shall be

be executed and performed to the Satisfaction of the Engineer for the Time being employed in the *Thames* Navigation, and that the clear Height of the Headway under the said Bridge shall not be less than that of the present *Staines Bridge;* and One of the said Arches on the *Middlesex* Side of the said Bridge shall include the Towing Path on the Bank of the said River, with a sufficient Depth of Water for navigable Purposes, and the Foundations of the Piers and Abutments of the said Bridge shall be sufficient to allow of any future deepening of the said River to the Extent of at least Seven Feet, and that the Traffic on the said River *Thames* shall not be interrupted more than may be absolutely necessary in the Erection of the said Bridge and Performance of the said Works, and that the Plan of the Cofferdams for the Piers of the said Bridge shall be approved by the said Mayor, Aldermen, and Commons in Common Council assembled, before the same shall be carried into execution.

Saving the Rights of the City of London.

XXXVI. That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or the Lord Mayor of the said City for the Time being, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being as Conservator of the said River *Thames*, or otherwise, did or might lawfully claim, use, or exercise.

Provision for the crossing of the Railway over the Basingstoke Canal at Horsell.

XXXVII. And whereas it is intended that the said Railway shall be carried over the *Basingstoke* Canal in the Parish of *Horsell* in the County of *Surrey* as shown on such Maps or Plans, and thence over certain Pieces of Land and a Road numbered respectively 31, 29, and 30 in the said Parish on such Plans: Therefore such Railway shall be carried over such Canal by means of a Bridge whereof the Span at the springing of the Arch shall not be less than Twenty-five Feet in the Clear, and the Height from the Top-water Level of such Canal to the under Surface of the Crown of the Arch shall not be less than Fifteen Feet, or by means of a Viaduct with at least equal Accommodation for the Purposes of such Canal, and such Bridge or Viaduct shall be so constructed as to leave the Towing Path of such Canal quite clear for all Purposes of Passage and Traffic, and such Railway shall be carried over the said Pieces of Land by means of a Viaduct or Embankment, and there shall be in such Viaduct or Embankment at the Point where the said Pieces of Land join one another an Archway or Opening whereof the Width or Span shall be at least Fifteen Feet and the Height at least Thirteen Feet, and the Height of the Arch of the Bridge by which the Railway shall be carried

carried over the said Road shall not be less than Sixteen Feet, and such Bridges or Viaducts and Archway shall at all Times be maintained and kept in repair by the Company; and that if the said *Basingstoke* Canal shall, during the Execution of the said Railway Works, or at any Time thereafter, be thereby obstructed or impeded by any Act, Deed, Work, or Neglect of the said Railway Company, so as that the Barges, Boats, and Horses navigating the same shall not be able to pass along or shall be impeded in the Passage along the same, then in any or either of the said Cases the said Railway Company shall pay to the Company of Proprietors of the *Basingstoke* Canal the Sum of Twenty-four Pounds for every Twenty-four Hours during which such Obstruction shall continue on the said *Basingstoke* Canal, as or by way of ascertained Damages, and so in proportion for any less Time than Twenty-four Hours; and in default of Payment of the said Sum, on Demand made of the Secretary of the said Railway Company, the said *Basingstoke* Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any Court of competent Jurisdiction; and in case the said Railway and Works over or adjoining to the said *Basingstoke* Canal shall not be kept in good and substantial Repair, so as to prevent all Damage to the said Canal or its Works, it shall be lawful for the said *Basingstoke* Canal Company, after Five Days Notice, to do the needful Repairs to the same, and to recover the Amounts of all Expenses thereof from the said Railway Company, in manner lastly herein-before mentioned.

For the Protection of the Canal Company from Damage by the Works of the Railway;

XXXVIII. That the Company shall not, by the Construction of such Bridge or Viaduct, or the Works or Conveniences of or connected with the same, or by the Exercise of any of their Powers, diminish the Depth of such Canal to less than Four Feet Six Inches below the Top-water Level thereof, or do any Damage to such Canal, Towing Path, or Bank, or render such Canal in any Place leaky; and if the Navigation of such Canal shall during the Execution of any Works hereby authorized, or at any Time thereafter, be obstructed or impeded by any Act or Neglect of the Company, or by reason of such Bridge or Viaduct, so as that the Barges, Boats, and Horses navigating the same shall not be able to pass along or shall be impeded in passing along the same, then and in every such Case the Company shall pay to such Company of Proprietors Compensation for such Damages as they shall have incurred in that Behalf; and in case the Amount of such Compensation shall be disputed, such Question of disputed Compensation shall be determined by the Verdict of a Jury according to the Provisions in that Behalf of the "Lands Clauses Consolidation Act, 1845;" and if such Bridge or Viaduct shall not be completed within Six Months from the Commencement of the same, then the Company shall pay to such Company

pany of Proprietors, over and above any such Compensation, the Sum of One hundred Pounds for every Day after such Six Months during which such Bridge or Viaduct shall not be completed; and if the Company, after the Expiration of such Six Months, shall make default in restoring and making good such Canal, and the Towing Path and Banks thereof, it shall be lawful for such Company of Proprietors, after Five Days Notice in Writing to the Company, to restore and make good the same; and such Sum of One hundred Pounds a Day, and the Amount of the Expenses of such Restoration and making good by such Company of Proprietors, shall be recoverable by them from the Company by Action of Debt or on the Case in any of Her Majesty's Superior Courts at *Westminster* or other Court of competent Jurisdiction.

and for protecting the Canal by Drains.

XXXIX. That the Company shall, at their own Expense, forthwith make and at all Times maintain a Drain of sufficient Dimensions at the Foot of the Embankment of such Railway, so as effectually to prevent such Canal and Towing Path and all other Property of such Company of Proprietors from being injured by the Water running off such Railway or down such Embankments.

Land for extraordinary Purposes.

XL. That the further Quantity of Land to be taken by the Company for extraordinary Purposes shall not exceed Twenty-five Acres.

Limiting Time for compulsory Purchase of Lands.

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

Limiting Time for Exercise of other Powers.

XLII. That after the Expiration of Five Years from the passing of this Act all the Powers hereby granted to the Company for making the Railway hereby authorized, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

Security for Completion of Railway within Time limited.

XLIII. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter 20, a Sum of Four thousand five hundred and forty-nine Pounds Ten Shillings and Sixpence has been deposited with the Court of Chancery in *England*, and Exchequer Bills to the Amount of Fifteen thousand Pounds, such Two Sums amounting in the whole to One Tenth Part of Three Fourths of the Estimate of the Expense of the Railway authorized by this Act, have been deposited, pursuant to the said Act, in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Four thousand five hundred and forty-nine

Pounds

Pounds Ten Shillings and Sixpence, and the said Exchequer Bills so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money and Exchequer Bills, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the said Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the said Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid, to the Satisfaction of the Lords of the said Committee, the said Sum of Money and Exchequer Bills deposited as aforesaid, and the Interest and Dividends thereof, shall, immediately from and after the Expiration of the said Period, be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*; provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the Sum of Twenty thousand two hundred and fifty Pounds shall have been executed by the said Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Twenty thousand two hundred and fifty Pounds, if the said Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and Exchequer Bills, and the Interest or Dividends thereof, shall be paid or transferred to or on the Application

tion of the Person or Persons, or the Majority of the Persons, named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and Exchequer Bills, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

XLIV. That it shall be lawful for the Company to demand any Tolls for the Use of the said Railway, not exceeding the following; (that is to say,)

Tonnage on Articles of Merchandise.

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

Class 1. For all Coals, Coke, Culm, Charcoal, and Cinders, Compost, Dung, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways, and all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 2. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Deals, Metals (except Iron, Nails, Anvils, Vices, and Chains), *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 3. For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile not exceeding Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny;

and

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

Class 4. For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than Two Tons, *per* Mile not exceeding Fourpence; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and if propelled by an Engine belonging to the Company, a further Sum *per* Mile not exceeding One Penny; and the Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum not exceeding One Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons; and if propelled by an Engine belonging to the Company, a further Sum not exceeding One Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons.

Tolls for Animals.

In respect of Animals conveyed on Carriages upon the Railway, as follows:

Class 5. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and if such Carriage be propelled by an Engine belonging to the said Company, an additional Sum *per* Mile not exceeding One Penny:

Class 6. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny; and if such Carriage be propelled by an Engine belonging to the said Company, an additional Sum *per* Mile not exceeding One Halfpenny:

Class 7. For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per* Mile not exceeding One Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing; and if propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing.

Tolls for Passengers.

In respect of Passengers conveyed in Carriages upon the Railways, as follows:

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

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

Regulations as to the Tolls.

XLV. That the following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Articles or Persons conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls and charge as for Four Miles:

For a Fraction of a Mile beyond Four Miles, or beyond any greater Number of Miles, the Company may demand Tolls and charge for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile:

For every Fraction of a Ton the Company may demand Tolls according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

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

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight; and so in proportion for any smaller Quantity.

Tolls for small Parcels and Articles of great Weight.

XLVI. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels on the Railway as follows:

For any Parcel not exceeding Fourteen Pounds in Weight, Sixpence:

For any Parcel not exceeding Twenty-eight Pounds in Weight, Two Shillings:

And for any Parcel not exceeding Fifty-six Pounds in Weight, Two Shillings and Sixpence:

And for Parcels exceeding Fifty-six Pounds and less than Five hundred Pounds in Weight, the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or Piece of Machinery, or single Piece of Timber or Stone, or other single Article,

Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence *per* Ton *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding Fourpence; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding Threepence:

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

Passengers' Luggage.

XLVII. That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and fifty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum Charges for Goods and Animals.

XLVIII. That the maximum Rates of Charge to be made by the Company, including the Tolls for the Use of the Railway and Carriages and for locomotive Power, and every other Expense incidental to such Conveyance (except the loading and unloading of Goods, when such Service is performed by the Company), shall not exceed the Amounts mentioned in the following Table; (that is to say,)

For the Matters herein-before mentioned under Class 1., not exceeding Twopence *per* Ton *per* Mile:

For the Matters mentioned under Class 2., not exceeding Twopence Halfpenny *per* Ton *per* Mile:

For the Matters mentioned in Class 3., not exceeding Threepence Halfpenny *per* Ton *per* Mile:

For any Carriage mentioned under Class 4., not weighing more than Two Tons, not exceeding Sixpence *per* Mile; and if weighing more than Two Tons, not exceeding Twopence *per* Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons:

For everything mentioned under Class 5., not exceeding Fourpence *per* Mile:

For everything mentioned under Class 6., not exceeding Twopence *per* Mile:

For everything mentioned under Class 7., not exceeding One Penny *per* Mile.

XLIX. That

Maximum Rates of Charges for Passengers.

XLIX. That the maximum Rates of Charge to be made by the Company for the Conveyance of Passengers upon the said Railway, including the Tolls for the Use of the Railways and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums:

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

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

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

Restriction as to Charges not to apply to special Trains.

L. Provided always, That the Restriction as to the Charges to be made for Passengers shall not extend to any special or extra Train that may be required to be run upon the said Railway, but shall apply only to the ordinary and express Trains appointed or to be appointed from Time to Time by the said Company for the Conveyance of Passengers and Goods upon the said Railway.

Company may take increased Charges, by Agreement.

LI. Provided always, That nothing herein contained shall be held to prevent the said Company from taking any increased Charges, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance of such Goods, except small Parcels by Passenger or other Trains, or by reason of any other special Service performed by the said Company in relation thereto.

Tolls for short Distances.

LII. That if any Passenger, Animal, Carriage, Goods, Articles, Matters, or Things shall be conveyed for a less Distance than Six Miles, it shall be lawful for the Company to demand and receive Tolls as for Six Miles, and any Fraction of a Mile beyond Six Miles shall be deemed a Mile.

Power to run over Reading, Guildford, and Reigate Lines.

LIII. That the Company may, and the Company to whom the Line of the *Reading, Guildford, and Reigate* Railway shall for the Time being belong shall permit the Company to run and pass over, and to work and use, with their own Engines and Carriages, and with the Engines and Carriages using or passing over the Railway hereby authorized, so much and such Parts of the said Lines of Railways as herein-after mentioned; (that is to say,) so much of the Line of the *Reading, Guildford, and Reigate* Railway as is situate between the Point of Junction of the Railway hereby authorized in the Parish of *Wokingham* with the *Reading, Guildford, and Reigate* Railway and the Terminus of the said last-mentioned Railway in the Town of *Reading* in the County of *Berks*, or any Part of such Portion of the said

said Line of Railway, and the Stations, Sidings, Watering Places, and other Conveniences connected therewith or belonging thereto, and the Company to whom the Line of the said *Reading, Guildford, and Reigate* Railway shall for the Time being belong shall afford all reasonable Accommodation and Facilities at their several Stations for the Reception, Transmission, Protection, Booking, and Conveyance of all Passengers and Goods passing or being about or intended to pass to or from the Railway hereby authorized; and the Expenses incurred by the Company to whom the said *Reading, Guildford, and Reigate* Railway shall belong in providing or giving such Accommodation and Facilities shall be repaid by the Company, and the Amount of such Expenses shall, in case of Difference between the said Companies, be determined in the Manner herein-after provided.

Terms for Use of such Railway.

LIV. That if any Difference shall arise between the said Companies, as to the Tolls, Charges, or other Consideration to be paid, and the Terms and Conditions to be observed by the Company, for and in respect of the working and Use of the said Portion of the Railway, Works, and Conveniences of the *Reading, Guildford, and Reigate* Railway, or as to the Amount of Expenses incurred by the Company to whom the *Reading, Guildford, and Reigate* Railway shall belong, in providing or giving such Accommodation and Facilities as aforesaid, the same shall from Time to Time be determined, at the Costs of the Company, by the Board of Trade, or by an Arbitrator to be appointed by that Board: Provided always, that no Contract entered into between the said Companies shall in any Manner alter, affect, increase, or diminish any of the Tolls which the respective Companies, Parties to such Contract, shall for the Time being be respectively authorized and entitled to demand or receive from any Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of any of the said Railways, upon the same Terms and Conditions, and on Payment of the same Tolls, as they would have been in case no such Contract had been entered into.

For facilitating the Transmission of Traffic to or from the Railway and the London and South-western Railway.

LV. That in order to facilitate, as far as may be practicable, the Transmission of Traffic coming to or from the Line of Railway by this Act authorized from or to any Place or Places on the Line of Railway belonging to the *London and South-western* Railway Company between *Staines* and the *Waterloo Bridge* and *Nine Elms* Stations of the last-mentioned Company, and to provide against any undue Interruption or Delay in the Passage of such Traffic to its Destination, the *London and South-western* Railway Company shall and they are hereby required to afford at all Times such reasonable and proper Facilities and Accommodation upon such Line of Railway,

and at the several Stations connected therewith, and to perform such Services in the Transmission of such Traffic upon the said last-mentioned Line, as shall effectually secure the Objects last aforesaid; and the said last-mentioned Company shall make such Arrangements for the booking at their several Stations of all Descriptions of Traffic which may be offered thereat for Transmission over such Line as aforesaid, or any Part thereof, to any Part of the Line by this Act authorized, as shall be necessary for the Convenience of such Traffic, and for the due and punctual Transmission thereof, and shall account from Time to Time to the Company for such Proportion of the Sums received by them at their said Stations in respect of such Traffic as the Company may be entitled to receive in respect of the Passage of such Traffic over the Line by this Act authorized, or any Part thereof; and the said *London and South-western* Railway Company shall also, if required by the Company, carry on such Traffic as last aforesaid in Carriages and Trucks belonging to or to be supplied by the Company, so that no Change of Carriage shall be required in the Transmission of any Traffic to or from any Part of the Line by this Act authorized from or to any Part of such Line of the said *London and South-western* Railway Company; and the Nature and Extent and Mode of Performance of such Services, and the Nature and Extent of the Accommodation to be afforded by them as aforesaid, and all Matters of Detail and Arrangement connected therewith, shall, in case of Difference at any Time between the *London and South-western* Railway Company and the Company by this Act incorporated, in reference to the Matters aforesaid or any of them, be settled and determined, at the Costs of the Company, by the Board of Trade, or by an Arbitrator to be appointed by that Board; it being the true Intent and Meaning of this Act that the Traffic passing from or intended to pass to any Part of the Line by this Act authorized to or from the said Line or Stations of the *London and South-western* Railway Company or any of them shall be accommodated by the last-mentioned Company, and transmitted upon their said Railway, with all such and the same Facilities as they would or might afford to such Traffic if intended to pass exclusively on the Lines belonging to them; and in order to the Transmission of Traffic for all or any Part of the Distance of the Line of Railway by this Act authorized and the Line of Railway belonging to the *London and South-western* Railway Company between *Staines* and the *Nine Elms* and *Waterloo* Stations, and also in order to the attaining of any of the Objects expressed in this Enactment, the Two Companies from Time to Time may make such Agreements as they think fit as to the Transmission and Carriage of any such Traffic, and also as to the Facilities, Accommodation, Services, and Arrangements to be respectively afforded, performed, and made by the Two Companies, or either of them, in that Behalf, and also as to the Payments or Allowances to be made by either

either of the Two Companies to the other of them on account of any of the several Matters expressed in this Enactment, and also as to all Matters of Detail and Arrangement connected therewith respectively.

Expenses of Act.

LVI. That all the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.

Railway to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. cc. 57. & 105., and 14 & 15 Vict. c. 64.

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

Railway to be subject to Provisions of future General Acts.

LVIII. That nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made, or the said Company, from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, which may hereafter pass during the present or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by this Act.

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