1. Notwithstanding anything in The Naval Medical Supplemental Fund Society Winding-up Act, 1861, contained, from Time to Time, on the Death or Resignation, after the passing of this Act, of any One of the Persons referred to in the said Act as the present Trustees of the Naval Medical Supplemental Fund Society, or of any Person appointed a Trustee of the Society as herein-after provided, the Vacancy caused thereby in the Office of Trustee shall be filled up by the Appointment in Writing by the Lord High Admiral or the First Lord of the Admiralty (as the Case may be) of another Person to be a Trustee of the Society; and immediately on every such Appointment all Stocks and Funds belonging to the Society shall be so transferred as to vest in the Body of Trustees of the Society for the Time being; and the Persons appointed or chosen under the said Act shall henceforth be deemed and called the Managers of the Society, and shall not be deemed or called Trustees of the Society. Appointment of new Trustees of Society by First Lord of Admiralty on Vacancies.

2. Section Eight of the said Act shall be repealed, and the following Provision shall take effect in lieu thereof: Repeal of Section 8. of former Act, and Substitution of new Provision.

The Managers of the Society for the Time being, on the joint Direction in Writing of the Lord High Admiral or the First Lord of the Admiralty (as the Case may be) and the Secretary to the Admiralty, (such Direction being given, if it seems fit, on the Recommendation in Writing of the Managers of the Society for the Time being, or of any Two or more of them, but not otherwise,) shall, with and out of the General Fund in the said Act mentioned, purchase from Time to Time of and from the Commissioners for the Reduction of the National Debt any such Life Annuities of not less than Twenty-six Pounds Thirteen Shillings and Fourpence each as may be payable out of the Funds of the Society (being the Amount of Annuity now legally payable to the respective Persons entitled thereto), and after providing for all such Annuities as aforesaid shall, on such joint Direction as aforesaid, (such Direction being given, if it seems fit, on such Recommendation as aforesaid, but not otherwise,) when and so soon as the General Fund shall be sufficient for the Purpose, apply the same in the Purchase of and from the said Commissioners, or any Life Assurance Company in *London* or *Westminster* which may have been established for Twenty-five Years or upwards, such and so many Reversionary Life Annuities as would or might have become payable if the said Act had not been passed.

3. Sections Nine and Ten of the said Act shall be construed as if the last foregoing Provision of this Act were substituted in the said Act for Section Eight thereof. Construction of Sections 9. and 10. of former Act.

CAP. CXII.

An Act to regulate the Exercise of Powers under Special Acts for the Construction and Maintenance of Telegraphs. [28th *July* 1863.]

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:

Preliminary.

1. This Act may be cited as The Telegraph Act, 1863. Short Title.

2. This Act shall apply— Application of this Act to all future Telegraph Companies, and also, subject to certain Exceptions, to all existing Telegraph Companies.

(1.) To every Company to be hereafter authorized by Special Act of Parliament to construct and maintain Telegraphs:

(2.) To every Company so authorized before the passing of this Act by any such Special Act, notwithstanding anything in any such Special Act contained,—but so that, except as herein-after expressly provided, nothing in this Act shall give to any Owner, Lessee, or Occupier of Land, or other Person, or to any Body, as against any such Company as last aforesaid, in respect of anything lawfully

lawfully done before the passing of this Act by such Company under any such Special Act, any further or other Right, Power, Jurisdiction, Authority, or Remedy than he or they would have had if this Act had not been passed: Provided also, that nothing in this Act shall interfere with the Maintenance or Repair, under any such Special Act, of any Work lawfully constructed before the passing of this Act by any such Company under any such Special Act, or with the increasing of the Number of the Wires forming Part of any such Work; and that nothing in this Act shall relieve any such Company from any Obligation or Liability under any Agreement made before the passing of this Act, or shall make lawful any Work constructed by the Company before the passing of this Act which is the Subject of any Proceedings at Law or in Equity pending at the passing of this Act, or which has been constructed without such Consent as was required for the Construction thereof before the passing of this Act.

Interpretation of Terms.

3. In this Act—

The Term "the Company" means any Company to be hereafter authorized as aforesaid (herein-after distinguished by the Term "future Company"), or any Company already so authorized (herein-after distinguished by the Term "existing Company"):

The Term "Telegraph" means a Wire or Wires used for the Purpose of Telegraphic Communication, with any Casing, Coating, Tube, or Pipe inclosing the same, and any Apparatus connected therewith for the Purpose of Telegraphic Communication:

The Term "Post" means a Post, Pole, Standard, Stay, Strut, or other aboveground Contrivance for carrying, suspending, or supporting a Telegraph:

The Term "Work" includes Telegraphs and Posts:

The Term "Street" means a public Way situate within a City, Town, or Village, or between Lands continuously built upon on either Side, and repaired at the public Expense, or at the Expense of any Turnpike or other public Trust, or *ratione tenuræ*, including the Footpaths of such Way, and any Bridge forming Part thereof:

The Term "public Road" means a public Highway for Carriages being repaired at the public Expense, or at the Expense of any Turnpike or other public Trust, or *ratione tenuræ*, and not being a Street, including the Footpaths of such public Highway, and any Bridge forming Part thereof, and also any Land by the Side and forming Part of such a public Highway, but not including a Railway or Canal:

The Term "Railway" includes any Station, Work, or Building connected with a Railway:

The Term "Canal" includes Navigation or navigable River, and any Dock, Basin, Towing-path, Wharf, Work, or Building connected with a Canal:

The Term "Land" means Land not being a Street or public Road, and not being Land by the Side and forming Part of a public Road, and includes Land laid out for and proposed by the Owner to be converted into a Street or public Road:

The Term "Body" includes a Body of Trustees or Commissioners, Municipal Corporation, Grand Jury, Board, Vestry, Company, or Society, whether incorporated or not; and any Provision referring to a Body applies to a Person, as the Case may require:

The Term "Person" includes Corporation Aggregate or Sole:

The Term "the Board of Trade" means the Lords of the Committee of Her Majesty's Privy Council for the Time being appointed for the Consideration of Matters relating to Trade and Foreign Plantations:

The Term "Justice" means Justice of the Peace acting for the Place where the Matter requiring the Cognizance of any such Justice arises:

The Term "Two Justices" means Two or more Justices met and acting together, or any One Police Magistrate or Justice having by Law Authority to act alone for any Purpose with the Powers of Two Justices:

The Term "Sheriff" means the Sheriff Depute of the County or Ward of a County in *Scotland*, and the Steward Depute of the Stewartry in *Scotland*, in which the Matter submitted to the Cognizance of the Sheriff arises, and includes the Substitutes of such Sheriff Depute and Steward Depute respectively.

4. The

Recovery of Damages, Costs, Expenses, and Penalties.

4. The Provisions of The Railways Clauses Consolidation Act, 1845, with respect to the Recovery of Damages not specially provided for, and of Penalties, and to the Determination of any other Matter referred to Justices, and the Provisions of The Railways Clauses Consolidation (*Scotland*) Act, 1845, with respect to the Recovery of Damages not specially provided for, and to the Determination of any other Matter referred to the Sheriff, or to Justices, shall, so far as the same are applicable, and save so far as the same are inconsistent with any express Provision of this Act, be incorporated with this Act; and Terms used in those Provisions shall be interpreted as the same Terms are directed to be interpreted in this Act.

Provisions as to Notices and Consents.

5. The following Provisions shall apply to Notices and Consents under this Act:

(1.) Every Notice or Consent shall be in Writing or Print, or partly in Writing and partly in Print:

(2.) Any Notice to or by the Company or a Body having the Control of a Street or public Road, or of the Sewerage or Drainage thereunder, may be given to or by the Secretary, Clerk, or Surveyor, or other like Officer (if any) of the Company or of such Body, as the Case may be:

(3.) Any Consent may be given on such pecuniary or other Terms or Conditions (being in themselves lawful) or subject to such Stipulations as to the Time or Mode of Execution of any Work, or as to the Removal or Alteration, in any Event, of any Work, or as to any other Thing connected with or relative to any Work, as the Person or Body giving Consent thinks fit.

General Powers of Company.

General Description of Works which a Telegraph Company may execute, subject to the Restrictions of this Act.

6. Subject to the Restrictions and Provisions herein-after contained, the Company may execute Works as follows:

(1.) They may place and maintain a Telegraph under any Street or public Road, and may alter or remove the same:

(2.) They may place and maintain a Telegraph over, along, or across any Street or public Road, and place and maintain Posts in or upon any Street or public Road, and may alter or remove the same:

(3.) They may, for the Purposes aforesaid, open or break up any Street or public Road, and alter the Position thereunder of any Pipe (not being a Main) for the Supply of Water or Gas:

(4.) They may place and maintain a Telegraph and Posts under, in, upon, over, along, or across any Land or Building, or any Railway or Canal, or any Estuary or Branch of the Sea, or the Shore or Bed of any Tidal Water, and may alter or remove the same:

Provided always, that the Company shall not be deemed to acquire any Right other than that of User only in the Soil of any Street or public Road under, in, upon, over, along, or across which they place any Work.

Provision as to Compensation.

7. In the Exercise of the Powers given by the last foregoing Section the Company shall do as little Damage as may be, and shall make full Compensation to all Bodies and Persons interested for all Damage sustained by them by reason or in consequence of the Exercise of such Powers, the Amount and Application of such Compensation to be determined in manner provided by The Lands Clauses Consolidation Act, 1845, and The Lands Clauses Consolidation (*Scotland*) Act, 1845, respectively, and any Act amending those Acts, for the Determination of the Amount and Application of Compensation for Lands taken or injuriously affected.

Provision as to Gas and Water Pipes.

8. In the Exercise of the aforesaid Powers, the Company shall also be subject to the following Restrictions:

(1.) They shall cause as little Detriment or Inconvenience as Circumstances admit to the Body or Person to or by whom any Pipe for the Supply of Water or Gas belongs or is used:

(2.) Before they alter the Position of any such Pipe they shall give to the Body to whom the same belongs Notice of their Intention to do so, specifying the Time at

at which they will begin to do so, such Notice to be given Twenty-four Hours at least before the Commencement of the Work for effecting such Alteration:

(3.) The Company shall not execute such Work except under the Superintendence of the Body to whom such Pipe belongs, unless such Body refuses or neglects to give such Superintendence at the Time specified in the Notice for the Commencement of the Work, or discontinues the same during the Work; and the Company shall execute such Work to the reasonable Satisfaction of such Body:

(4.) The Company shall pay all reasonable Expenses to which such Body may be put on account of such Superintendence:

And the Body to whom any such Pipe belongs may, when and as Occasion requires, alter the Position of any Work of the Company already constructed, or to be hereafter constructed, under, in, or upon a Street or public Road, on the same Conditions as are by the last foregoing and present Sections imposed on the Company in relation to such a Body, *mutatis mutandis.*

Restrictions as to Telegraphs under Streets and public Roads.

Not to place Telegraphs under Streets in Metropolis and large Towns without Consent.

9. The Company shall not place a Telegraph under any Street within the Limits of the District over which the Authority of the Metropolitan Board of Works extends, or of any City or Municipal Borough or Town Corporate, or of any Town having a Population of Thirty thousand Inhabitants or upwards (according to the latest Census), except with the Consent of the Bodies having the Control of the Streets within such respective Limits.

Depth, Course, &c. of underground Works to be agreed on between Street or Road Authority and Company, or else to be determined by Justices or Sheriff.

10. Where the Company has obtained Consent to the placing, or by virtue of the Powers of the Company under this Act intends to proceed with the placing, of a Telegraph under a Street or public Road, the Depth, Course, and Position at and in which the same is to be placed shall be settled between the Company and the following Bodies:

The Body having the Control of the Street or public Road:

The Body having the Control of the Sewerage or Drainage thereunder:

But if such Settlement is not come to with any such Body, the following Provisions shall take effect: —

(1.) The Company may give to such Body a Notice specifying the Depth, Course, and Position which the Company desires:

(2.) If the Body to whom such Notice is given does not, within Twenty-eight Days after the giving of such Notice, give to the Company a Counter-Notice objecting to the Proposal of the Company, and specifying the Depth, Course, and Position which such Body desires, they shall be deemed to have agreed to the Proposal of the Company:

(3.) In the event of ultimate Difference between the Company and such Body, the Depth, Course, and Position shall be determined in *England* or *Ireland* by Two Justices, and in *Scotland* by Two Justices or the Sheriff.

Underground Tubes to have distinguishing Mark.

11. Every underground Tube or Pipe of the Company shall be so marked as to distinguish it from Tubes or Pipes of every other Company.

Company not to place a Telegraph along a Street or Road without Consent of Body having Control of Street, &c.

As to where a public Road passes through Parks, Pleasure Grounds, &c.

12. The Company shall not place a Telegraph over, along, or across a Street or public Road, or a Post in or upon a Street or public Road, except with the Consent of the Body having the Control of such Street or public Road; and where a public Road passes through or by the Side of any Park or Pleasure Grounds, and where a public Road crosses, by means of a Bridge or Viaduct, or abuts on any ornamental Water belonging to any Park or Pleasure Grounds, and where a public Road crosses or abuts on a private Drive through any Park or Pleasure Grounds, or to any Mansion, the Company shall not, without, or otherwise than in accordance with, the Consent of the Owner, Lessee, and Occupier of such Park, Pleasure Grounds, or Mansion, place any Work above Ground on such public Road.

Where Landowner, &c. is liable to Repair of Street, &c. Company not

13. Where any Landowner or other Person is liable for the Repair of any Street or public Road (notwithstanding that the same is dedicated to the Public), the Company shall not place any Work under, in, upon, over, along, or across such Street or public Road, except

except with the Consent of such Landowner or other Person, in addition to the Consent of the Body having the Control of such Street or public Road, where under this Act such last-mentioned Consent is required: Provided, that where the Company places a Telegraph across or over any Street or public Road they shall not place it so low as to stop, hinder, or interfere with the Passage for any Purpose whatsoever along the Street or public Road.

to place Works in such Street, &c. without Consent. Proviso.

Removal of Works affecting Streets and public Roads.

14. In the following Cases—

(1.) If any Part of the Company's Works is abandoned, or suffered to fall into Decay;

(2.) If the Company is dissolved, or ceases for Six Months to carry on Business,

the Body having the Control of any Street or public Road, or the Owner of any Land or Building affected (in the former Case) by such Part of the Company's Works as aforesaid, or (in the latter Case) by any of the Company's Works, may give Notice to the Company, or leave a Notice at the last known Office or Place of Business of the Company, to the Effect that if such Works as are specified in the Notice are not removed within One Month after the Notice given or left, the same will be removed by the Body having such Control, or by such Owner; and in every such Case, unless such Works are removed accordingly, the Body having such Control or such Owner may, without Prejudice to any Remedy against the Company, remove such Works, or any Part thereof, and sell the Materials thereof or of any Part thereof, and, out of the Proceeds of such Sale, reimburse themselves their Expenses relative to such Notice, Removal, and Sale, and consequent thereon (rendering the Overplus, if any, to the Company), and may recover any unpaid Residue of such Expenses from the Company. The present Section shall apply to an existing Company, in respect of any Work already constructed or to be hereafter constructed, as well as to a future Company.

In case of Abandonment of Works, &c., Street or Road Authority or Owner of Land may remove them.

15. In case the Body having the Control of any Street or public Road at any Time hereafter resolves to alter the Line or Level of any Portion of such Street or Road under, in, upon, over, along, or across which any Work of the Company constructed either before or after the passing of this Act is placed, the Company shall from Time to Time be bound, on receiving One Month's Notice of such intended Alteration, and at their own Expense, to remove such Work, and to replace the same in such Position and Manner in all respects as may be required by such Body, or, in the event of Difference between such Body and the Company, in such Position and Manner in all respects as may be determined in *England* or *Ireland* by Two Justices, and in *Scotland* by Two Justices or the Sheriff.

In event of Alteration of Street or Road, Company to remove and replace the Works under or over the same.

16. Where the Company has, before the passing of this Act, placed Posts in or upon a Street or public Road, and the Body having the Control of the Street or Road considers the Position of any such Post to be dangerous or inconvenient, the following Provisions shall take effect:—

Removal of dangerous Posts placed before passing of this Act.

(1.) Such Body may give to the Company a Notice requiring them to remove or alter the Position of such Post, and specifying the Grounds of such Requisition:

(2.) The Company either shall, within Fourteen Days after Receipt of such Notice, remove or alter the Position of the Post in accordance with the Notice; or else, if they do not intend to remove or alter the Position of the Post in accordance with the Notice, shall, within One Week after Receipt of the Notice, deliver to such Body a Counter-Notice, specifying their Objection to such Removal or Alteration:

(3.) Such Body may send Copies of the Notice and Counter-Notice to the Board of Trade:

(4.) As soon as may be after Receipt of such Copies, the Board of Trade shall (unless the Difference between the Body giving the Notice and the Company is arranged) make Inquiry and Examination, and hear and determine the Matter of the Notice and Counter-Notice:

(5.) On hearing any such Matter, the Board of Trade may direct that the Company shall comply with the Notice, wholly or in part, or subject to any such Modifications as

the Board of Trade prescribes, or on condition that the Body giving the Notice shall afford to the Company all reasonable and proper Facilities in their Power for substituting some other Work for that to which the Notice relates, or on any such other Condition as to the Board of Trade seems, according to the Circumstances of the Case, just and expedient, and the Expenses incurred in or about such Removal or Alteration shall be borne and paid by the Company or by the Body giving the Notice, or partly by one and partly by the other, as to the Board of Trade seems, according to the Circumstances of the Case, just and expedient, the Amount of such Expenses to be determined in case of Difference by the Board of Trade.

Restrictions as to the opening of Streets and public Roads.

Streets and public Roads to be opened only after Notice and under Superintendence.

17. Subject to any special Stipulations made with a Company by the Body having the Control of a Street or public Road, and to any Determinations, Orders, or Directions of the Justices, or Sheriff as aforesaid, where the Company proceeds to open or break up a Street or public Road, the following Provisions shall take effect:—

(1.) The Company shall give to the Bodies between whom respectively and the Company the Depth, Course, and Position of a Telegraph under such Street or public Road are herein-before required to be settled or determined, Notice of their Intention to open or break up such Street or public Road, specifying the Time at which they will begin to do so,—such Notice to be given, in the Case of an underground Work, Ten Days at least, and in the Case of an aboveground Work Five Days at least, before the Commencement of the Work; except in case of Emergency, in which Case Notice of the Work proposed shall be given as soon as may be after the Commencement thereof:

(2.) The Company shall not (save in case of Emergency) open or break up any Street or public Road, except under the Superintendence of the Bodies to whom respectively Notice is by the present Section required to be given, unless such Bodies respectively refuse or neglect to give such Superintendence at the Time specified in the Notice for the Commencement of the Work, or discontinue the same during the Work:

(3.) The Company shall pay all reasonable Expenses to which such Bodies respectively may be put on account of such Superintendence.

Streets and public Roads to be restored and kept in repair for Six Months.

18. Subject to any such special Stipulations as aforesaid, after the Company has opened or broken up a Street or public Road they shall be under the following further Obligations:—

(1.) They shall, with all convenient Speed, complete the Work on account of which they opened or broke up the same, and fill in the Ground, and make good the Surface, and generally restore the Street or public Road to as good a Condition as that in which it was before being opened or broken up, and carry away all Rubbish occasioned thereby:

(2.) They shall in the meantime cause the Place where the Street or public Road is opened or broken up to be fenced and watched, and to be properly lighted at Night:

(3.) They shall pay all reasonable Expenses of keeping the Street or public Road in good Repair for Six Months after the same is restored, so far as such Expenses may be increased by such opening or breaking up:

Penalty.

If the Company fails to comply in any respect with the Provisions of the present Section, they shall for every such Offence (without Prejudice to the Right of any Person to enforce specific Performance of the Requirements of this Act, or to any other Remedy against them,) be liable to a Penalty not exceeding Twenty Pounds, and to a further Penalty not exceeding Five Pounds for each Day during which any such Failure continues after the First Day when such Penalty was adjudged; and any such Penalty shall (notwithstanding anything herein-before, or in any Act relating to Municipal Corporations, or to the Metropolitan Police Force, or in any other Act, contained) go and belong to the Body having

having the Control of the Street or public Road, and shall form Part of the Funds applicable by them to the Maintenance of the Street or public Road.

Power to Street or Road Authorities to execute Works and charge the Expenses to the Company.

19. Whenever the permanent Surface or Soil of any Street or public Road is broken up or opened by the Company, it shall be lawful for the Body having the Control of the Street or Road, in case they think it expedient so to do, to fill in the Ground, and to make good the Pavement or Surface or Soil so broken up or opened, and to carry away the Rubbish occasioned thereby, instead of permitting such Work to be done by the Company; and the Costs and Expenses of filling in such Ground, and of making good the Pavement or Soil so broken up or opened, shall be repaid on Demand to the Body having the Control of the Street or Road by the Company, and in default thereof may be recovered by the Body having the Control of the Street or Road from the Company as a Penalty is or may be recoverable from the Company,

Restrictions on Impediments to Traffic.

20. The Company shall not stop or impede Traffic in any Street or public Road, or into or out of any Street or public Road, further than is necessary for the proper Execution of their Works. They shall not close against Traffic more than One Third in Width of any Street or public Road, or of any Way opening into any Street or public Road, at One Time; and in case Two Thirds of such Street or Road are not wide enough to allow Two Carriages to pass each other, they shall not occupy with their Works at One Time more than Fifty Yards in Length of the One Third thereof, except with the special Consent of the Body having the Control thereof.

Restrictions as to Works affecting private or Crown Property.

As to Works affecting Crown Property.

21. The Company shall not place any Work by the Side of any Land or Building, so as to stop, hinder, or interfere with Ingress or Egress for any Purpose to or from the same, or place any Work under, in, upon, over, along, or across any Land or Building, except with the previous Consent in every Case of the Owner, Lessee, and Occupier of such Land or Building, which Consent, in case of any Land or Building belonging to or enjoyed by the Queen's most Excellent Majesty in right of Her Crown, may be given 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: Provided always, that with respect to Lands and Buildings situate within the Limits of the District over which the Authority of the Metropolitan Board of Works extends (herein-after referred to as the Metropolis), or within the Limits of any City or Municipal Borough or Town Corporate, or any Town having a Population of Thirty thousand Inhabitants or upwards, according to the latest Census (herein-after referred to as a City or large Town), if the Body having the Control of any Street in the Metropolis or a City or large Town, consents to the placing of Works by the Company in, upon, over, along, or across that Street, then and in every such Case that Consent shall (unless it is otherwise provided by the Terms thereof), be sufficient Authority for the Company, without any further Consent, except as to any Land or Building belonging to or enjoyed by Her Majesty in right of Her Crown, to place and maintain a Telegraph over, along, or across any Building adjoining to or near the Street, and situate within the Limits of the District over which the Powers of the consenting Body extend, or over, along, or across any Land, not being laid out as Building Land, or not being a Garden or Pleasure Ground, adjoining to or near the Street and situate within the same Limits, subject nevertheless to the following Provisions:—

(1.) Twenty-one Days at least before the Company proceeds to place a Telegraph by virtue of the Authority so conferred, they shall publish a Notice stating they have obtained the Consent of such Body as aforesaid, and describing the intended Course of such Telegraph:

(2.) Where the Company by virtue of the Authority so conferred places a Telegraph directly over any Dwelling House, they shall not place it at a less Height above the Roof thereof than Six Feet, if the Owner, Lessee, or Occupier thereof objects to their placing it at a less Height:

(3.) If at any Time the Owner, Lessee, or Occupier of any Building or Land adjoining to a Building, directly over which Building or Land the Company by virtue of

the Authority so conferred places a Telegraph, desires to raise the Building to a greater Height, or to extend it over such Land, the Company shall increase the Height or otherwise alter the Position of the Telegraph, so that the same may not interfere with the raising or Extension of the Building, within Fourteen Days after receiving from the Owner, Lessee, or Occupier a Notice of his Intention to raise or extend the Building, or in case of Difference between the Company and the Owner, Lessee, or Occupier as to his Intention, then within Fourteen Days after receiving a Certificate, signed by a Justice of the Peace, certifying that he is satisfied of the Intention of the Owner, Lessee, or Occupier to raise or extend the Building:

(4.) The Company shall make full Compensation to the Owner, Lessee, and Occupier of any Land or Building over, along, or across which the Company by virtue of the Authority so conferred places a Telegraph, and which may be shown to be in any respect prejudicially affected thereby, the Amount of such Compensation to be determined in manner provided by the said Lands Clauses Consolidation Acts respectively and any Act amending those Acts for the Determination of the Amount of Compensation with respect to Lands injuriously affected:

Provided also, that the Consent of any Person occupying as a Tenant from Year to Year only shall not be required, nor shall any Person so occupying be entitled to such Compensation as aforesaid.

Company not to place Telegraphs above Ground, and Posts, within certain Distance of Dwelling Houses, without Consent of Occupier, &c.

22. Subject and without Prejudice to the foregoing Provisions, the Company shall not place a Telegraph above Ground, or a Post, within Ten Yards of a Dwelling House, or place a Telegraph above Ground, across an Avenue or Approach to a Dwelling House, except subject and according to the following Restrictions and Provisions:—

(1.) They shall in each such Case obtain the Consent of the Occupier (if any) of such Dwelling House, and if there is no Occupier, then of the Lessee entitled to Possession, and if there is none, then of the Owner:

(2.) The Consent of an Occupier shall be effective only during the Continuance of his Occupation:

(3.) On the Termination of the Occupation of any Occupier the Lessee or Owner entitled to Possession, if he did not consent to the placing of the Telegraph or Post, may give Notice to the Company that he requires it to be removed:

(4.) The Company shall remove the same accordingly within One Month after receiving such Notice:

(5.) If any Question arises between a Lessee or Owner and the Company as to such Removal, or the Time or Mode thereof, the same shall be referred to the Determination in *England* or *Ireland* of Two Justices, and in *Scotland* of Two Justices or the Sheriff, which Justices or Sheriff may give such Directions as to such Removal, and the Time and Mode thereof, as may seem reasonable, and may impose on the Company for not carrying such Directions into effect such Penalty not exceeding Five Pounds a Day as may seem just.

Notices to be published, and left at Dwelling Houses, of intended Telegraph along Street or public Road, after Consent of Street or Road Authority obtained.

23. Before the Company proceeds to place a Telegraph over, along, or across a Street (not being a Street in the Metropolis or in a City or large Town), or a public Road, or to place Posts in or upon a Street (not being such a Street as aforesaid) or a public Road, they shall publish a Notice stating that they have obtained the Consent in that Behalf of the Body having the Control of the Street or public Road, and describing the intended Course of the Telegraph,—

(1.) By affixing such Notice on some conspicuous Places by the Side of the Part of the Street or Road affected, at Distances of not more than One Mile apart:

(2.) By leaving such Notice at every Dwelling House fronting on the Part of the Street or Road affected, and being within Fifty Feet thereof:

(3.) By inserting such Notice as an Advertisement once at least in each of Two successive Weeks in some One and the same local Newspaper circulating in the Neighbourhood of the Part of the Street or Road affected:

And they shall not so place any such Telegraph or Post until the Expiration of Twenty-one Days from the last Publication of such Advertisement.

24. At

Power to Owner or Occupier of adjoining Land or Building to object.

24. At any Time during such Twenty-one Days the Owner, Lessee, or Occupier of any Land or Building adjoining to either Side of such Street or Road may give to the Company Notice of his Objection to their intended Works as prejudicially affecting such Land or Building, and send to the Board of Trade a Copy of his Notice of Objection.

Until Objection settled Works to be stayed.

25. Until such Objection is settled, or is determined in manner herein-after provided, the Company shall not execute that Part of their intended Works to which the Objection relates.

Examination and Inquiry to be made by Board of Trade.

26. As soon as may be after the Receipt of such Copy of Notice of Objection, the Board of Trade shall (unless the Difference between the Company and the Person objecting is arranged) make Inquiry and Examination, and hear and determine the Matter of the Objection.

Powers of Board of Trade respecting the Objection.

27. On hearing any such Objection the Board of Trade—

(1.) may allow the Objection, wholly or in part; or

(2.) may authorize the Company to proceed with their Works, subject to the Provisions of this Act, according to their published Notice, paying to the Owner, Lessee, or Occupier objecting full Compensation (the Amount thereof to be determined, in case of Difference, by the Board of Trade) for any Damage done to him; or

(3.) may authorize the Company to so proceed subject to any such Conditions as to the Time or Mode of Execution of any Work, or as to the Removal or Alteration in any event of any Work, or as to any other Thing connected with or relative to any Work, as the Board of Trade thinks fit; or

(4.) may authorize the Company to so proceed subject to any such Modification of any intended Work as the Board of Trade prescribes; but so that in that Case such Notice and Opportunity of objecting and being heard as the Board of Trade directs shall be given to any Owner, Lessee, or Occupier whom such Modification may affect.

Decision of Board of Trade final.

28. The Determination of the Board of Trade on the Matter of any such Objection shall be final and conclusive.

Costs.

29. The Board of Trade may allow to any Owner, Lessee, or Occupier so objecting such Costs as seem just, to be paid by the Company.

Removal or Alteration of Works affecting Land or Buildings.

For Building or other Purposes, Owner, &c. may require Removal of Works.

30. Where at any Time before or after the passing of this Act the Company has constructed any Work under, in, upon, over, along, or across any Land or Building, or any Street or public Road adjoining to or near any Land or Building, and any Owner, Lessee, or Occupier of such Land or Building, or any Lord of a Manor, or other Person having any Interest in such Land or Building, desires to build upon or inclose such Land, or in any Manner to improve or alter such Land or Building, or to use such Land or Building in some Manner in which it was not actually used at the Time of the Construction of such Work by the Company, and with which the Continuance of such Work would interfere, then and in every such Case the following Provisions shall take effect:

(1.) Such Owner, Lessee, Occupier, Lord of a Manor, or other Person interested may give to the Company a Notice specifying the Nature of such intended Building, Inclosure, Improvement, Alteration, or other Use of the Land or Building, including Ingress or Egress thereto or therefrom, and requiring the Company to remove or alter their Work so that the same may not interfere therewith:

(2.) Within Fourteen Days after the Receipt of such Notice, or in case of Difference between the Company and the Person giving the same as to his Intention, then within Fourteen Days after the Receipt of a Certificate, signed by a Justice of the Peace, certifying that he is satisfied of the Intention of such Person to make such Building, Inclosure, Improvement, Alteration, or other Use of the Land or Building, and that the Continuance of such Work would interfere therewith, the granting of such Certificate being deemed to be a Matter referred to the Determination of the Justice so certifying, the Company shall remove or alter their Work

Work so that the same shall not interfere with such intended Building, Inclosure, Improvement, Alteration, or other Use of the Land or Building:

(3.) When such Certificate is required by the Company the Costs thereof, when obtained, shall be paid by the Company to the Person giving the Notice;

(4.) Nothing herein shall empower any Person to obtain the Removal or Alteration of any Work contrary to the Terms of any Grant or Consent in Writing made or given by him, or by any Person through whom he takes his Estate or Interest.

Removal of injurious Works constructed before this Act.

31. Where the Company has, before the passing of this Act, constructed any Work under, in, upon, over, along, or across a Street or public Road, and the Owner, Lessee, or Occupier of any Land or Building adjoining to or near the Street or public Road considers such Land or Building to be prejudicially affected by such Work, then the following Provisions shall take effect:

(1.) Such Owner, Lessee, or Occupier may give to the Company a Notice requiring them to remove or alter such Work, and specifying the Grounds of such Requisition;

(2.) The Company either shall, within One Month after Receipt of such Notice, remove or alter the Work in accordance with the Notice, or else, if they do not intend to remove or alter the Work in accordance with the Notice, shall, within One Week after Receipt of the Notice, deliver to the Person giving the Notice a Counter-Notice, specifying their Objection to such Removal or Alteration:

(3.) The Person giving the Notice may send Copies of the Notice and Counter-Notice to the Board of Trade:

(4.) As soon as may be after Receipt of such Copies the Board of Trade shall (unless the Difference between the Person giving the Notice and the Company is arranged) make Inquiry and Examination, and hear and determine the Matter of the Notice and Counter-Notice:

(5.) Such Owner, Lessee, or Occupier shall be entitled to obtain a Direction from the Board of Trade for the Removal or Alteration of such Work in every Case where it appears to the Board of Trade that such Land or Building is prejudicially affected by such Work, and that the Removal or Alteration thereof may be effected consistently with a due Regard to the efficient Working of the Company's Telegraphs, such Direction nevertheless to be given on such Terms and Conditions as to the Board of Trade seem, according to the Circumstances of the Case, just and expedient, including, if it seems expedient, the Condition of the Payment by such Owner, Lessee, or Occupier of any Expense incurred by the Company in or about such Removal or Alteration, the Amount thereof to be determined in case of Difference by the Board of Trade:

(6.) Nothing herein shall empower any Person to obtain the Removal or Alteration of any Work contrary to the Terms of any Grant or Consent in Writing made or given by him, or by any Person through whom he takes his Estate or Interest.

Restrictions as to Works affecting Railways and Canals.

For Works affecting Railways, Canals, &c., Consent of Directors, &c. requisite.

32. The Company shall not place any Work under, in, upon, over, along, or across any Railway or Canal, except with the Consent of the Proprietors or Lessees, or of the Directors or Persons having the Control thereof. But this Provision shall not restrict the Company from placing any Work (subject and according to the other Provisions of this Act) under, in, upon, over, along, or across any Street or public Road, although such Street or public Road may cross or be crossed by a Railway or Canal, so that such Work do not damage the Railway or Canal, or interfere with the Use, Alteration, or Improvement thereof.

Access from future Docks to Canal.

33. If at any Time after the Company has placed any Work under, in, upon, over, along, or across any Canal, any Person having Power to construct Docks, Basins, or other Works upon any Land adjoining to or near such Canal constructs any Dock, Basin, or Work on such Land, but is prevented by the Company's Work from forming a Communication for the convenient Passage of Vessels with or without Masts between such Dock, Basin, or other Work, and such Canal, or if the Business of such Dock, Basin, or other Work is interfered

interfered with by reason or in consequence of any such Work of the Company, then the Company, at the Request of such Person, and on having reasonable Facilities afforded them by him for placing a Telegraph round such Dock, Basin, or other Work, under, in, upon, over, along, or across Land belonging to or under his Control, shall remove and place their Work accordingly. If any Dispute arises between the Company and such Person as to the Facilities to be afforded to the Company, or as to the Direction in which the Telegraph is to be placed, it shall be determined by the Board of Trade.

Appointment of Arbitrator by Board of Trade.

Board of Trade may in any Case appoint Arbitrator.

34. If in any Case where any Matter is herein-before authorized or directed to be determined by the Board of Trade it appears to the Board of Trade to be expedient, for Convenience of local Investigation or for any other Reason, that the Matter should be determined by an Arbitrator, the Board of Trade may, notwithstanding anything herein-before contained, and whether the Board of Trade has entered on the Investigation or not, refer the Matter to some competent and impartial Person as Arbitrator; and with respect to the Matter so referred any such Arbitrator shall have the like Authority and Jurisdiction as the Board of Trade has under this Act, and his Determination shall have the same Effect as a Determination of the Board of Trade under this Act. The reasonable Expenses and Remuneration of the Arbitrator (to be settled in case of Difference by the Board of Trade) shall be paid by the Company.

Restrictions as to Works affecting Seashore.

For Works on Seashore, Consent of Proprietors of Shore and Conservancy or other Authorities requisite.

35. The Company shall not place any Work under, in, upon, over, along, or across any Estuary or Branch of the Sea, or the Shore or Bed of any tidal Water, except with the Consent of all Persons and Bodies having any Right of Property, or other Right, or any Power, Jurisdiction, or Authority in, over, or relating to the same, which may be affected or be liable to be affected by the Exercise of the Powers of the Company (which Consent, where Her Majesty in right of Her Crown is interested, may be given on behalf of Her Majesty by the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, in Writing signed by them or him).

Plan of such Works to be subject to Approval of Board of Trade.

36. Before commencing the Construction of any such Work as last aforesaid, or of any Buoy or Sea Mark connected therewith, except in Cases of Emergency for Repairs to any Work previously constructed or laid, and then as speedily after the Commencement of such Work as may be, the Company shall deposit at the Office of the Board of Trade a Plan thereof, for the Approval of the Board of Trade. The Work shall not be constructed otherwise than in accordance with such Approval. If any Work is constructed contrary to this Provision, the Board of Trade may, at the Expense of the Company, abate and remove it, or any Part of it, and restore the Site thereof to its former Condition.

Lights and Signals for such Works.

37. Notwithstanding anything in The Merchant Shipping Act, 1854, or any Act amending the same, contained, the Company may, in or about the Construction, Maintenance, or Repair of any such Work, use on board Ship or elsewhere any Light or Signal allowed by any Regulation to be made in that Behalf by the Board of Trade.

Power of Board of Trade as to such Works if disused, &c.

38. If any such Work, Buoy, or Sea Mark is abandoned, or suffered to fall into Decay, the Board of Trade may, if and as they think fit, at the Expense of the Company, either repair and restore it or any Part of it, or abate and remove it or any Part of it, and restore the Site thereof to its former Condition.

Local Survey of such Works by Board of Trade.

39. The Board of Trade may at any Time, at the Expense of the Company, cause to be made a Survey and Examination of any such Work, Buoy, or Sea Mark, or of the Site thereof.

Recovery of Expenses by Board of Trade in such Cases.

40. Whenever the Board of Trade, under the Authority of this Act, does, in relation to any such Work, any Act or Thing which they are by this Act authorized to do at the Expense of the Company, the Amount of such Expense shall be a Debt due to the Crown from the Company, and shall be recoverable as such, with Costs, or the same may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

General

General Obligations and Liabilities of Company and their Servants.

Telegraph to be open for all Messages without Preference; subject to Leases.

41. Every Telegraph of the Company shall be open for the Messages of all Persons alike, without Favour or Preference; but this Provision shall not prejudicially affect the Operation of any Lease or Agreement authorized by this Act.

Company to be responsible for all Damages.

42. The Company shall be answerable for all Accidents, Damages, and Injuries happening through the Act or Default of the Company or of any Person in their Employment by reason or in consequence of any of the Company's Works, and shall save harmless all Bodies having the Control of Streets or public Roads, collectively and individually, and their Officers and Servants, from all Damages and Costs in respect of such Accidents and Injuries.

Sale, &c. of Undertaking and Leases of Wires (with Exceptions) prohibited, except with Consent of Board of Trade.

43. The Company shall not sell, transfer, or lease their Undertaking or Works, or any Part thereof, to any other Company or to any Body or Person, except with the Consent of the Board of Trade previously obtained for such Sale, Transfer, or Lease; but this Provision shall not, as far as it relates to Leases, apply to the Universal Private Telegraph Company, constituted by the Special Act of 1861 in the Schedule to this Act mentioned, and shall not restrict the granting of any Lease by any Company in pursuance of any Agreement in that Behalf made before the Twelfth Day of *February* One thousand eight hundred and sixty-three, and shall not restrict the making or carrying into effect by any Company of any Arrangement with any Person for providing any Work for his private Use only.

Registered Office of Company for Service of Documents.

44. The Company, before exercising any Power for the Construction of Works or the opening or breaking up of Streets or public Roads in any One of the Three Parts of the United Kingdom, shall give to the Registrar of Joint Stock Companies acting for that Part of the United Kingdom under The Companies Act, 1862, Notice of the Situation of some Office where Notices may be served on the Company within that Part of the United Kingdom; and the Company shall from Time to Time give to such Registrar Notice of any Change in the Situation of such Office: Every such Notice shall be recorded by the Registrar, and the Record thereof may be inspected from Time to Time by any Person: The Delivery at the Office of which Notice is so given of any Notice, Writ, Summons, or other Document addressed to the Company shall, for the Purposes of this Act and all other Purposes, be deemed good Service on the Company: The Company shall, on giving each Notice to the Registrar under the present Section, pay such Fee as is payable under the last-mentioned Act on Registration of any Document by that Act required or authorized to be registered, other than a Memorandum of Association; and every Person inspecting the Record of such Notice with the Registrar shall pay such Fee as is for the Time being payable under the last-mentioned Act for Inspection of Documents kept by the Registrar under that Act.

Punishment of Officers of Company for Misconduct respecting Messages.

45. If any Person in the Employment of the Company—

Wilfully or negligently omits or delays to transmit or deliver any Message;

Or by any wilful or negligent Act or Omission prevents or delays the Transmission or Delivery of any Message;

Or improperly divulges to any Person the Purport of any Message,—

He shall for every such Offence be liable to a Penalty not exceeding Twenty Pounds.

Saving for Effect of future General Acts.

46. Nothing in this Act, and nothing in any future Special Act, except so far as express Provision to the contrary hereof may be thereby made, shall relieve the Company from being subject to any Restrictions, Regulations, or Provisions which may hereafter be made by Act of Parliament respecting Telegraphs or Telegraph Companies or their Charges.

Saving as to Restrictions on and Duties of existing Companies.

Certain Enactments in Special Acts not affected by this Act.

47. Nothing in this Act shall affect any of the Enactments specified in the Schedule to this Act.

Powers of Her Majesty's Government over Company.

Messages on Her Majesty's

48. If One of Her Majesty's Principal Secretaries of State, or the Board of Trade, or other Department of Her Majesty's Government, requires the Company to transmit any Message

Message on Her Majesty's Service, such Message shall (notwithstanding anything hereinbefore contained) have Priority over all other Messages; and the Company shall as soon as reasonably may be transmit the same, and shall, until Transmission thereof, suspend the Transmission of all other Messages. Service to have Priority.

49. On the Request of the Board of Trade, the Company shall from Time to Time place and shall maintain such a Telegraph as the Board of Trade appoints, to be for the exclusive Use of Her Majesty, and to be applied to such Purposes, whether for the immediate Service of Her Majesty, or otherwise, as Her Majesty thinks fit. On Request of Board of Trade Company to place Telegraph.

50. If the Company refuses or neglects to place a Telegraph in accordance with such Request, the Board of Trade may cause such a Telegraph to be placed in connexion with any of the Company's Works, by such Persons and in such Manner as the Board of Trade thinks fit, and for that Purpose shall have and may exercise all the Powers under this Act or otherwise vested in the Company; subject, nevertheless, to the Restrictions and Provisions under this Act or otherwise applicable to the Company, and without Prejudice to the Exercise by the Company of the Powers under this Act or otherwise vested in them. On Refusal or Neglect of Company, Power to Board of Trade to place such Telegraph.

51. Where the Company places a Telegraph, in pursuance of such Request of the Board of Trade, the Commissioners of Her Majesty's Treasury shall pay to the Company, as Remuneration for the same, out of Money to be provided by Parliament for the Purpose, such Sum, annual or in gross, or both, as may be settled between the Board of Trade and the Company by Agreement, or, in case of Difference, by Arbitration, such Arbitration to be conducted as follows: Remuneration of Company for placing such Telegraph.

(1.) The Board of Trade and the Company shall each, within Fourteen Days after the Delivery by one to the other of a Demand in Writing for an Arbitration, nominate an Arbitrator:

(2.) The Two Arbitrators nominated shall, before entering on the Arbitration, nominate an Umpire:

(3.) If either Party or Arbitrator makes default in nominating an Arbitrator or Umpire within Fourteen Days after receiving from the other a Demand in Writing for such Nomination, the Lord Chief Justice of Her Majesty's Court of Common Pleas at *Westminster* may, on the Request of the Board of Trade, or of the Company, by Writing under his Hand, nominate an Arbitrator or Umpire:

(4.) The Arbitrators shall make their Award within Twenty-eight Days after their Nomination, otherwise the Matter shall be left to be determined by the Umpire:

(5.) The Umpire shall make his Award within Twenty-eight Days after Notice from the Arbitrators or One of them that the Matter is left to be determined by him; or, on default, a new Umpire shall be appointed as nearly as may be in manner aforesaid, who shall make his Award within the like Time, or on default be superseded; and so *toties quoties:*

The Award of the Arbitrators or Umpire shall be final and conclusive as between the Board of Trade and the Company.

52. Where, in the Opinion of One of Her Majesty's Principal Secretaries of State, an Emergency has arisen in which it is expedient for the Public Service that Her Majesty's Government should have Control over the Transmission of Messages by the Company's Telegraphs, the Secretary of State, by Warrant under his Hand, may direct and cause the Company's Works, or any Part thereof, to be taken possession of in the Name and on behalf of Her Majesty, and to be used for Her Majesty's Service, and, subject thereto, for such ordinary Service as may seem fit; or may direct and authorize such Persons as he thinks fit to assume the Control of the Transmission of Messages by the Company's Telegraphs, either wholly or partly, and in such Manner as he directs. Any such Warrant shall not have effect for a longer Time than One Week from the issuing thereof; but the Secretary of State may issue successive Warrants from Week to Week as long as, in his Opinion, such Emergency continues. The Commissioners of Her Majesty's Treasury shall pay to the Company, as Compensation for any Loss of Profit sustained by the Company by reason of the Exercise by the Secretary of State of any of the Powers of the present Section, out of Money to be provided by Parliament for the Purpose, such Sum as may be settled In Emergencies Telegraphs may be taken possession of for Her Majesty's Service.

settled between the Secretary of State and the Company by Agreement, or, in case of Difference, by Arbitration,—such Arbitration to be conducted in manner provided in the last foregoing Section, the Secretary of State being only substituted for the Board of Trade.

Power to proceed against Company given to Law Officers of Crown on Certificate of Board of Trade.

53. Where it appears to the Board of Trade that any Provision of this Act has not been complied with on the Part of the Company, and that it would be for the public Advantage that Compliance therewith should be enforced, the Board of Trade may certify accordingly to Her Majesty's Attorney General for *England* or for *Ireland*, or to the Lord Advocate for *Scotland*, as the Case may require; and thereupon the Attorney General or Lord Advocate may, by such Civil or Criminal Proceeding as the Case may require, enforce Compliance with such Provision, by the Recovery of Penalties, or otherwise according to Law. But no such Certificate shall be made by the Board of Trade until the Expiration of Twenty-one Days after they have given Notice to the Company of their Intention to make the same. This Provision shall be deemed to be cumulative, and to be without Prejudice to any other Remedy or Process against the Company on the Part of Her Majesty or of any Person or Body.

SCHEDULE.

Enactments in Special Acts of existing Companies which are not to be affected by this Act.

Session and Chapter of Act.	Short Title of Act.	Enactments to which Saving extends.
16 & 17 Vict. c. clix.	The British Electric Telegraph Company's Act, 1853.	Section Forty-three (relating to Works affecting the Thames).
16 & 17 Vict. c. cciii.	The Electric Telegraph Company's Act, 1853.	Section Fifty-six (relating to Works affecting the Thames).
24 & 25 Vict. c. lxi.	The Universal Private Telegraph Company's Act, 1861.	Section Twenty-seven (relating to Works affecting the Mersey Dock Estate).
24 & 25 Vict. c. xcii.	Bonelli's Electric Telegraph Act, 1861.	Sections Twenty-five, Twenty-six, Twenty-seven (relating to Works affecting the Thames), and Thirty-eight and Thirty-nine (relating to Works affecting the Mersey, and to the Mersey and Irwell Navigation).
25 & 26 Vict. c. cxxxi.	United Kingdom Electric Telegraph Act, 1862.	Sections Fifty-three, Fifty-four, Fifty-five (relating to Works affecting the Thames), Fifty-seven, Fifty-eight (relating to Works affecting the Mersey, and to the Mersey and Irwell Navigation), Seventy-four (relating to a Sale, Transfer, or Lease), and Seventy-six (relating to Works in Scotland).