ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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reputed Lessees, and Occupiers of the Lands in which the same are to be made, have been deposited with the Clerks of the Peace for the Counties of *Middlesex* and *Surrey* respectively, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the several Objects of this Act 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,)

Short Title.

1. This Act may be cited for all Purposes as "The *Thames* Bridges Act, 1863."

8 & 9 Vict. cc. 16. & 18. and 23 & 24 Vict. c. 106. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," are incorporated with this Act.

Incorporation of Thames Bridges Company.

3. Sir *Robert Walter Carden*, Mr. Serjeant *Spinks*, *William Shaw Lindsay*, *Francis Jackson Kent*, *Francis Baker*, and *Thomas Bradshaw*, and all other Persons who have already subscribed or may hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the Bridges, Roads, Approaches, and Works by this Act authorized, and otherwise carrying this Act into execution, and are hereby declared to be a Body Corporate by the Name of "The *Thames* Bridges Company," with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes and subject to the Restrictions of this Act.

Company's Undertaking declared.

4. The whole Undertaking of the Company shall comprise the Lands and Works from Time to Time vested in the Company under the Authority of this Act or the incorporated Acts, and the Bridges, Roads, Approaches, Toll Houses, Buildings, Works, and Conveniences which by or under those Acts or this Act respectively are from Time to Time vested in the Company, and all other Property from Time to Time vested in them.

Company's Undertaking divided into Two Undertakings as herein provided.

5. Provided always, That for the several Purposes in that Behalf of this Act the whole Undertaking of the Company is by this Act divided into and shall consist of the following Two separate Undertakings; (that is to say,)

First, the Company's *Hampton Bridge* Undertaking, comprising the Lands, Works, and Property from Time to Time vested in the Company for the Purposes of the *Hampton Bridge*, and the Roads and Approaches thereto:

Secondly,

Secondly, the Company's *Shepperton Bridge* Undertaking, comprising the Lands, Works, and Property from Time to Time vested in the Company for the Purposes of the *Shepperton Bridge*, and the Roads and Approaches thereto.

Capital of Company and Division thereof.

6. And whereas the estimated Expense of the proposed Bridges and Works is as follows; that is to say, *Hampton Bridge* Twenty thousand Pounds, and *Shepperton Bridge* Nine thousand Pounds: Therefore the total Capital of the Company shall be Twenty-nine thousand Pounds, divided into Two thousand nine hundred Shares of Ten Pounds each; and for the several Purposes of this Act with respect to the Company's Two separate Undertakings, the total Capital of the Company is by this Act divided into Two Classes, and shall consist of the following Two separate Capitals; (that is to say,)

First, with respect to *Hampton Bridge* Undertaking, the *Hampton Bridge* Capital of Twenty thousand Pounds being Part of the Capital of the Company authorized to be raised by this Act:

Secondly, with respect to the *Shepperton Bridge* Undertaking, the *Shepperton Bridge* Capital of Nine thousand Pounds being other Part of the Capital of the Company authorized to be raised by this Act.

Provisions of incorporated Acts and this Act applicable to separate Capital.

7. The several Powers and Provisions of the incorporated Acts and this Act with respect to the Capital by this Act authorized to be raised, and the Shares thereof and the Holders of the Shares, shall, except as in this Act otherwise provided, have a separate and distinct Operation with respect to each of the separate Capitals and the Shares thereof and the Holders of those Shares.

Shares to be issued.

8. The Shares in the Capital of the Company shall be issued by them either as Shares of the *Hampton Bridge* Capital, or Shares of the *Shepperton Bridge* Capital, as the Case may be.

Power to borrow on Mortgage.

9. It shall be lawful for the Company from Time to Time to borrow on Mortgage any Sums not exceeding the following; (that is to say,)

With respect to the *Hampton Bridge* Undertaking, the Sum of Six thousand six hundred Pounds;

With respect to the *Shepperton Bridge* Undertaking, the Sum of Three thousand Pounds;

making a total Sum of Nine thousand six hundred Pounds.

Restrictions on borrowing.

10. Provided always, That the Company shall not borrow in respect of the *Hampton Bridge* Undertaking any Part of the said Sum of Six thousand six hundred Pounds until the whole of the *Hampton Bridge* Capital of Twenty thousand Pounds is subscribed for, and One Half thereof is actually paid up, and shall not borrow in respect of the *Shepperton Bridge* Undertaking any Part of the said Sum of Three thousand Pounds

Pounds until the whole of the *Shepperton Bridge* Capital of Nine thousand Pounds is subscribed for, and One Half thereof actually paid up: Provided also, that no Money shall be so borrowed by the Company in respect of either Undertaking until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all the Capital by this Act authorized for the Purposes of that Undertaking is subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

Restrictions as to Mortgages.

11. The several Mortgages which the Company issue under this Act for securing Monies borrowed with respect to those Two Undertakings respectively shall comprise only the *Hampton Bridge* Undertaking or the *Shepperton Bridge* Undertaking (as the Case requires), and the Tolls, Rates, and Charges to be demanded and taken by the Company in respect of the respective Undertaking, and, if the Company so think fit, the Monies to be raised by future Calls on the Shares of the *Hampton Bridge* Capital or the *Shepperton Bridge* Capital (as the Case requires).

Restrictions as to Rights of Mortgagees.

12. Provided, that no present or future Mortgagee of the Company shall have any Right or Remedy against the Company, or their Undertaking, Property, or Effects, or any Part thereof, except only with respect to such Part of the general Undertaking, Property, and Effects of the Company as may or shall be included in the respective Mortgage at the Time of the granting thereof, and the Liabilities of the Company to their several Mortgagees are by this Act limited accordingly.

Arrears may be enforced by Appointment of a Receiver.

13. The several Mortgagees of the Company under this Act, according to their respective Rights and Interests, may enforce the Payment of the Arrears of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is, with respect to every Class of Mortgages, One Fourth of the Amount secured by the several Mortgages of the respective Class.

Separate Accounts of each Undertaking to be kept.

14. The Company shall keep separate and distinct Accounts both of Capital and Revenue for each separate Undertaking, and the Principal and Interest secured by Mortgages granted by the Company in respect of each separate Undertaking, and the other Debts, Liabilities, and Engagements of the Company in respect of that separate Undertaking; and Dividends on Shares of the separate Capital raised in respect of that separate Undertaking shall respectively be paid, satisfied, and discharged only out of the Assets of the Company in respect of that separate Undertaking,

taking, save only that the Company may apportion fairly between the several separate Undertakings the Management Expenses of the Company, and any other Expenses common to the separate Undertakings.

Restriction of voting by Holders of separate Shares.

15. The Holders of the Shares of any separate Capital shall not vote at any Meeting of the Company in any Matter touching any separate Undertaking in respect of which they are not Shareholders, or touching the separate Capital thereof, or the separate Mortgage Debt thereof, or the Receipts, Credits, Payments, or Liabilities of the Company with respect to that Undertaking.

Application of Monies.

16. All Monies from Time to Time raised by the Company in pursuance of this Act shall be applied to the Purposes of the respective Undertaking for which the same was raised.

Number and Qualification of Directors.

17. The Number of Directors shall be Five, and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Undertaking of the Company.

First Directors.

18. Sir *Robert Walter Carden*, Mr. Serjeant *Spinks*, *William Shaw Lindsay*, *Thomas Bradshaw*, and *Conrad Abben Hanson* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company in the Year One thousand eight hundred and sixty-four.

Quorum.

19. The Quorum of a Meeting of Directors shall be Three.

First Ordinary Meeting.

20. The First Ordinary Meeting of the Company shall be held within Nine Months after the passing of this Act.

Election of Directors at First General Meeting.

21. At the First Ordinary Meeting of the Company to be held in the Year One thousand eight hundred and sixty-four the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any 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 for Re-election.

Subsequent Election of Directors.

22. At the First Ordinary General Meeting to be held in the Year One thousand eight hundred and sixty-five, and at the First Ordinary Meeting in every subsequent Year, the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf, and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in

their Stead in the Manner provided by "The Companies Clauses Consolidation Act, 1845."

Power to take Land for the Works.

23. Subject to the Provisions of this Act, the Company may make the Bridges, Roads, Approaches, and Works by this Act authorized in the Lines and upon the Lands shown on the deposited Plans, and described in the deposited Book of Reference, and may enter upon, take, and use such of those Lands as they think proper for the Purpose, and may purchase and acquire Rights, Easements, and Privileges in and over the same: Provided always, that the Company shall not, without the Consent of the Owners, Lessees, and Occupiers thereof, enter upon, take, or use for the Purposes of the *Hampton Bridge*, or of the Approaches thereto, any more of the Pasture Field numbered 3, in the Parish of *East Moulsey* in the County of *Surrey*, than shall be actually required for the Site of the Roadway or Approach to the said Bridge in the said Parish, and shall not excavate or take from any other Parts of the said Pasture Field any Earth, Gravel, or other Materials for any of the Purposes of the said Bridge or of the Approaches thereto.

Errors in deposited Plans, &c. may be corrected by Justices, who shall certify the same.

24. If there be any Omission, Mis-statement, or wrong Description of any Lands, or of the Owners, Lessees, or Occupiers of any Lands, shown on the deposited Plans or specified in the deposited Books of Reference, the Company, after giving Ten Days Notice to the Owners of the Lands in question, may apply to Two Justices acting for the County of *Middlesex* or *Surrey* (as the Case may be) for the Correction thereof, and if it appear to the Justices that the Omission, Mis-statement, or wrong Description arose from Mistake they shall certify the same accordingly, and they shall in the Certificate state the Particulars of the Omission, and in what respect any such Matter is mis-stated or wrongly described.

Certificate of Correction to be deposited.

25. The Certificate of the Justices shall be deposited with the Clerk of the Peace for the County of *Middlesex* or *Surrey* (as the Case may be), and a Duplicate thereof with the Parish Clerk of the Parish in which the Lands in question lie, and the Certificate and Duplicate respectively shall be kept by the Clerk of the Peace and the Parish Clerk respectively with the other Documents to which the same relate, and thereupon the deposited Plans and Books of Reference shall be deemed to be corrected in accordance with the Certificate, and the Company may execute the Works in accordance with the Certificate.

Powers for compulsory Purchases limited.

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

Works authorized to be executed.

27. The Works by this Act authorized include the following, with all requisite and proper Abutments, Piers, Piles, Dams, Landing Stairs, Footpaths,

Footpaths, Drains, and other Works and Conveniences; (that is to say,)

First. A Bridge (*Hampton Bridge*), of which one End will be in the Parish of *Hampton* in the County of *Middlesex*, and the other End in the Parish of *East Moulsey* in the County of *Surrey*:

Two Approach Roads to such proposed new Bridge, of which one will be wholly in the said Parish of *Hampton*, and will commence at the Turnpike Road leading from *Hampton Court* to *Teddington*, and will terminate at the Northern End of the said proposed new Bridge, and the other will be wholly in the said Parish of *East Moulsey*, and will commence at the Turnpike Road leading from *East Moulsey* to the existing *Hampton Court Bridge*, and will terminate at or near the Southern End of the said proposed new Bridge:

Secondly. A Bridge (*Shepperton Bridge*), of which one End will be in the Parish of *Shepperton* in the County of *Middlesex*, at or near the Termination of a Road leading from *Shepperton* to the River *Thames*, and the other End in the Parish of *Weybridge* in the County of *Surrey*, at or near a Point on the Towing-path along the River *Thames* directly opposite the Termination of the said Road leading from *Shepperton* to the River *Thames*:

Two Approach Roads to such last-mentioned proposed new Bridge, of which one will be wholly in the said Parish of *Shepperton*, and will commence at the public Road from *Shepperton* to *Chertsey*, and will terminate at the Northern End of the lastly-described intended new Bridge, and the other will be wholly in the said Parish of *Weybridge*, and will commence near the Point where the Road leading from the Town of *Weybridge* to the River *Thames* is joined by the public Road leading from *Walton-on-Thames* to *Weybridge* aforesaid, and will terminate at the Southern End of such intended new Bridge.

Entry on Lands for Surveys and Works.

28. The Company from Time to Time may enter upon any Lands which they are authorized to purchase by Compulsion for the Purposes of this Act, and examine and survey the same, and ascertain and set out the Parts thereof required for the Purposes of this Act, and may upon such Lands make all Walls, Arches, Culverts, Ditches, Drains, Fences, Works, and do all Matters and Things requisite for the making, maintaining, and repairing of the Bridges, Roads, Approaches, and Works, doing as little Damage as may be, and making full Compensation in that Behalf to all Parties interested.

Incidental Works.

29. For the Purposes of the Works by this Act authorized the Company, subject to the Provisions of this Act, from Time to Time may dig, pile, and make proper Foundations in the River *Thames* and on the Lands on each Side thereof, and make Dams in such River during the

the making or repairing of such Bridges, and cut, level, embank, and secure the Banks of such River, and cut, remove, scour, take, and carry away all Trees, Roots of Trees, Beds of Gravel, Sand, Mud, and other Impediments, and execute all other Works necessary or convenient for building, maintaining, and repairing such Bridges, and the Roads and Approaches to communicate therewith respectively on each Side of such River, doing as little Damage as may be, and making full Compensation in that Behalf to all Parties interested.

Power to cross Roads, &c.

30. For the Purposes of the Works the Company from Time to Time may cross, divert, alter, or stop up temporarily any Streets, Roads, Approaches, Ways, Watercourses, Drains, Sewers, and Gas, Water, or other Pipes, in any of the Lands shown on the deposited Plans and specified in the deposited Books of Reference, and which they are by this Act authorized to enter upon, take, use, or stop up respectively, which they from Time to Time find it expedient for any of those Purposes so to interfere with.

Lateral Deviations.

31. In making the Bridges, Roads, Approaches, and other Works the Company may deviate from the respective Lines thereof shown on the deposited Plans to any Extent within the Limits of Deviation shown thereon, provided that no such Deviation shall extend into the Lands of any Person whose Name is not mentioned in the deposited Books of Reference without his previous Consent, unless his Name is omitted by Mistake, and the Fact that the Omission proceeded from Mistake be certified as by this Act is provided for Cases of unintentional Errors in the Book of Reference.

Vertical Deviations.

32. In making the Bridges, Roads, Approaches, and other Works the Company may deviate from the Levels thereof, as referred to the Datum Line shown on the deposited Sections, but not to any Extent exceeding Five Feet.

Fence to Bridges.

33. The Company shall make and maintain on each Side of each of such Bridges a good and sufficient Parapet of not less Height than Three Feet Six Inches.

Hampton Bridge to be approved by Commissioners of Woods, &c.

34. The Bridge by this Act authorized and described as *Hampton Bridge* shall be constructed (within the Limits of Deviation shown on the deposited Plan) in such Situation and according to such Plan and Elevation as shall have been previously approved of in Writing by the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them.

Provision in case present Hampton

35. Provided, that if within One Year next after the passing of this Act the rebuilding of the now existing Bridge across the River *Thames*

at

at *Hampton Court* be commenced and duly prosecuted, the Powers and Provisions of this Act with respect to the Company's *Hampton Bridge* Undertaking shall be suspended during the Construction thereof as herein-after mentioned; and if within Two Years next after the passing of this Act it be rebuilt to the Approval of the Conservators of the River *Thames* in Writing signed by their Secretary, and with such Reduction of the Number of the Arches thereof, and Increase of the Width thereof, and other Improvements thereof, as the Conservators reasonably require (and which several Improvements, if required by them, shall be made to their Satisfaction before they approve the Bridge), and be opened for public Traffic, then the Powers and Provisions of this Act with respect to the Company's *Hampton Bridge* Undertaking shall thereupon and thenceforth cease and be void.

Hampton Court Bridge rebuilt.

36. If the Bridges, Roads, and Approaches to the same by this Act authorized shall not be completed within Five Years after the passing of this Act, the Powers by this Act granted to the Company for making, building, and forming the same, or otherwise in relation thereto, shall cease to be exercised, save as to so much of the same as shall then be completed.

Period for Completion of Works.

37. Nothing in this Act contained shall authorize the Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames*, or the Shore thereof, or on the Towing-path, except according to the Plans previously approved by the Conservators of the River *Thames* as herein-after provided.

Company not to interfere with Bed of Thames except according to Plan approved.

38. The Company shall not take any Gravel, Soil, or other Material from the Bed of the River *Thames* without the previous Consent of the Conservators of the River *Thames* in Writing under the Hand of their Secretary.

Company not to take Materials from River without Consent of Conservators.

39. The Bridges across the River *Thames* by this Act authorized shall be made according to Plans and Elevations and on Sites to be approved by the Conservators of the River *Thames*, and for that Purpose previously to commencing either of such Bridges, or the Works connected therewith, the Company shall deposit at the Office of the Conservators of the River *Thames* Plans, Sections, and Working Drawings of such Bridge and the Works connected therewith for the Approval of such Conservators, such Approval to be signified in Writing under the Hand of their Secretary, and such Bridge and Works shall be constructed only in accordance with such Approval, and shall be executed to the Satisfaction of the Engineer of the Conservators: The clear Height of the Headway under the Soffit of the centre Arch of the *Shepperton Bridge* shall not be less than Twenty-six Feet, and the clear Height of the Headway under the Soffits of the Side Arches thereof shall not be less than

Plans to be deposited for Approval of Conservators and Works to be approved by them.

Height of Bridges.

than Twenty-four Feet respectively, above the lower Sill of *Shepperton Lock*, and of the *Hampton Court Bridge* not less than Twenty-eight Feet under the Soffit of the centre Arch, and Twenty-six Feet under the Soffits of the Side Arches respectively, above the lower Sill of *Moulsey Lock*; and the Foundations of the Piers of the Bridges shall be sufficient to allow of any future deepening of the River as to the first-named Bridge to the Extent of at least Five Feet below the Level of the lower Sill of *Shepperton Lock*, and as to the *Hampton Bridge* of Five Feet below the Level of the lower Sill of *Moulsey Lock*; and in the making of the Works authorized by this Act the Traffic of the River shall not be interrupted more than is absolutely necessary; and the Plans for the Cofferdams, Piles, Staging, and all other preliminary Works for the Piers, Superstructure, and Abutments of the several Bridges shall be approved of by the Conservators before the same respectively shall be carried into execution, and in the Case of each Bridge a Towing-path, together with a navigable Channel, shall be made and left under One of the Arches of such Width and Height and Depth respectively as shall be approved by the Conservators.

Works not to be altered without Consent of Conservators.

40. When any Bridge or Works shall have been commenced or constructed it shall not be lawful for the Company at any Time to alter or extend the same without obtaining, previously to making any such Alteration or Extension, the like Consent or Approval; and if any such Bridge or Works shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the said Conservators to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company.

Company to provide Landing-places in lieu of any interfered with.

41. Whenever the Company shall shut up, remove, or take away, or in any Manner obstruct, the free Use and Enjoyment of any existing Towing-path, public Stairs, Wharf, or Landing Place, they shall forthwith cause some equally convenient Towing-path, public Stairs, Wharf, or Landing Place to be erected or provided in the Place or Stead of the Towing-path, Stairs, Wharf, or Landing Place so shut up, removed, or taken away, or the free Use and Enjoyment of which may be in any Manner obstructed.

Lights to be kept burning on Bridges.

42. During the Construction of such Bridges respectively and Works connected therewith the Company shall hang out or exhibit thereat or near thereto, and for ever after the Completion of such Bridges the Company shall (if required by the Conservators of the River *Thames* under the Hand of their Secretary for the Time being) hang out or exhibit upon such Bridges and Works respectively, every Night, from Sunset to Sunrise, Lights, to be kept burning by and at the Expense of the Company, proper and sufficient for the Navigation and safe Guidance

of

of Vessels, and the Lights shall be from Time to Time altered by the Company in such Manner, and be of such Kind and Number, and be so placed, as the Conservators of the River *Thames* shall by Writing under the Hand of their Secretary approve of; and in case the Company shall neglect to exhibit and keep the Lights burning as aforesaid they shall forfeit and pay for every such Offence the Sum of Ten Pounds.

Conservators may remove abandoned Works.

43. If any Work to be constructed by the Company in, under, over, through, or across the River *Thames*, or if any Portion of any Work which affects or may affect such River, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Conservators of the River *Thames* to abate and remove the same, or such Part or Parts thereof as they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the said Conservators, and if not paid upon Demand may be recovered as a Debt due to the said Conservators, with the Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Saving Rights of Conservators.

44. Except as by this Act is expressly provided, 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 Conservators of the River *Thames*, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Conservators did or might lawfully claim, use, or exercise.

Tolls on Hampton Bridge.

45. The Company may from Time to Time demand and take for Persons, Animals, and Carriages from Time to Time passing over their *Hampton* Bridge, if it be built by them under this Act or any Part thereof, any Tolls not exceeding the Tolls following; (that is to say,)

For every Person on Foot the Sum of One Halfpenny:

For every Person passing with a Truck, Wheelbarrow, or such like Carriage, the Sum of One Penny:

For every Ass, drawing or not drawing, the Sum of One Penny:

For every Horse or Mule, laden or unladen, and not drawing, the Sum of One Penny Halfpenny:

For every Horse or Beast of Draught drawing any Coach, Chariot, Chaise, Berlin, Calash, Landau, Phaeton, Gig, Van, Caravan, Tandem, or other Carriage, Waggon, Timber Carriage, Wain, Cart, Dray, Truck, or other Vehicle, the Sum of Threepence:

For every Carriage or Vehicle propelled or moved by Steam or Machinery, or otherwise than by Animal Power, the Sum of One Shilling for each Wheel thereof:

For every Score of Oxen, Cows, Neat Cattle, Calves, Sheep, Lambs, or Pigs, the Sum of Tenpence, and so in proportion for any greater or less Number.

Tolls on Shepperton Bridge.

46. The Company may from Time to Time demand and take for Persons, Animals, and Carriages from Time to Time passing over *Shepperton Bridge*, or any Part or Parts thereof, or any of the Roads or Approaches thereto, any Tolls not exceeding the Tolls following; (that is to say,)

For every Person on Foot passing and returning on the same Day over the Bridge, Roads, or Approaches, the Sum of One Penny:

For every Person passing over the Bridge, Roads, or Approaches with a Truck, Wheelbarrow, or such like Carriage, or any Burden, the Sum of One Penny:

For every Ass passing over the Bridge, Roads, or Approaches, drawing or not drawing, the Sum of One Penny Halfpenny:

For every Horse or Mule passing over the Bridge, Roads, or Approaches, laden or unladen, and not drawing, the Sum of One Penny Halfpenny:

For every Horse or Beast of Draught passing over the Bridge, Roads, or Approaches, and drawing any Coach, Chariot, Chaise, Berlin, Calash, Landau, Tandem, Phaeton, Gig, or other Carriage, the Sum of Fourpence:

For every Horse passing over the Bridge, Roads, or Approaches, and drawing any Waggon, Timber Carriage, Wain, Cart, Van, or Caravan, Dray, Truck, or other similar Vehicle, the Sum of Sixpence:

For every Carriage or other Vehicle passing over the Bridge, Roads, or Approaches, propelled or moved by Steam or Machinery, or otherwise than by Animal Power, the Sum of One Shilling and Sixpence for each Wheel thereof:

For every Score of Oxen, Cows, Neat Cattle, Calves, Sheep, Lambs, or Pigs passing over the Bridge, Roads, or Approaches, the Sum of Tenpence, and so in proportion for any greater or less Number.

Confirmation of Agreement between Company and T. N. Allen Esquire.

47. And whereas *Thomas Newland Allen* Esquire is or is reputed to be the Owner of the existing *Hampton Court Bridge*, and as such has entered into the Agreement set forth in the Schedule hereto annexed, and it is expedient that the same should be confirmed: Therefore the said Agreement shall be and the same is hereby ratified and confirmed, and shall be binding on the Company and on *Thomas Newland Allen*, his Heirs, Executors, Administrators, and Assigns; and from and after the First Day of *January* One thousand eight hundred and sixty-four the several Tolls and Charges to be taken on the said *Hampton Court Bridge* shall be such Tolls as he and they from Time to Time think fit, not exceeding

exceeding the several Tolls following, and which Tolls he or they shall not be restrained by that Agreement from taking; (that is to say,)

For every Person on Foot the Sum of One Halfpenny:

For every Person passing with a Truck, Wheelbarrow, or such like Carriage, the Sum of One Penny:

For every Ass, drawing or not drawing, the Sum of One Penny:

For every Horse or Mule, laden or unladen, and not drawing, the Sum of Twopence:

For every Horse or Beast of Draught drawing any Coach, Chariot, Chaise, Berlin, Calash, Landau, Phaeton, Gig, Van, Caravan, Tandem, or other Carriage, Waggon, Timber Carriage, Wain, Cart, Dray, Truck, or other Vehicle, the Sum of Sixpence:

For every Carriage or Vehicle propelled or moved by Steam or Machinery, or otherwise than by Animal Power, the Sum of One Shilling for each Wheel thereof:

For every Score of Oxen, Cows, Neat Cattle, Calves, Sheep, Lambs, or Pigs, the Sum of Tenpence, and so in proportion for any greater or less Number.

As to Toll for passing and repassing.

48. All Horses, Cattle, and Carriages (except Horses or Cattle drawing any Postchaise or other Carriage let out to Hire as herein-after mentioned) shall, after Payment of the Tolls by this Act authorized to be taken in respect of such Horses or Cattle and Carriages, be permitted to pass and repass once Toll-free over the said Bridges respectively, or any Part thereof, making in the whole Two Times of so passing in respect of One Payment at any Time or Times during the same Day, to be computed from Twelve of the Clock at Night to Twelve of the Clock in the next succeeding Night, and if such Horses or Cattle and Carriages shall so pass a Third Time on the same Day a new Toll may be demanded and taken, and so *toties quoties* for every Third Time of so passing.

Horses, &c. let for Hire to pay on every new Hiring.

49. The Tolls hereby made payable shall be payable and paid for all Horses or Cattle let out to Hire, and drawing any Postchaise or other Carriage, as often as any new Hiring shall take place, in the same Manner as if no previous Payment of Toll in respect of such Horses or Cattle had been made on the same Day.

Exemptions from Tolls.

50. Provided always, That no Toll shall be demanded or taken for any Horses or Carriages belonging to Her Majesty, or attending any of the Royal Family, or returning after having so attended, or for any Horse, Beast, Cattle, or Carriage, of whatever Description, to be employed in conveying or guarding Mails of Letters and Expresses under the Authority of Her Majesty's Postmaster General, either when employed in conveying or guarding such Mails or Expresses, or returning back from carrying or guarding the same, or for any Soldiers upon their March or upon Duty, or for any Horse, Cattle, or Carriages attending them, with their Arms and Baggage, and returning after being so employed;

ployed, nor for any Waggon, Wain, Cart, or other Carriage whatsoever, or the Horse or Horses or other Cattle drawing the same, which shall be employed in conveying any Ordnance, Barrack, or Commissariat or other Public Stores of or belonging to Her Majesty, or to and for the Use of Her Majesty's Forces, or for any Horse, Beast, Cattle, or Carriage travelling with Vagrants sent by legal Passes, or with any Prisoner sent by any legal Warrant, or returning empty after having been so employed; and if any Person shall claim and take the Benefit of any of the Exemptions by this Act granted, not being entitled to the same, every such Person or Persons for every such Offence shall forfeit and pay any Sum not exceeding Forty Shillings.

Exemption of Volunteers from Toll.

51. Provided also, That nothing in this Act contained shall exempt the Bridges constructed under this Act, or the Company in respect thereof, or of any of them, from the Provisions contained in the Public Act, Twenty-four and Twenty-five *Victoria*, Chapter One hundred and twenty-six, intituled *An Act to exempt the Volunteer Forces of* Great Britain *from the Payment of Tolls.*

24 & 25 Vict. c. 126.

Towing Horses, &c. using Approaches only to be exempt from Toll.

52. Provided always, That no Toll shall be demanded or taken for any Horse or Beast of Draught, or the Driver or other Person, actually employed in the towing of Barges or other Vessels on the River, for passing over the Roads or Approaches to either of the Bridges in the course of such Employment, unless they pass over the Bridge.

Power to compound for Bridge Tolls.

53. The Company may from Time to Time compound and agree with any Person using either of the said Bridges for the Payment of a fixed Sum payable in advance, or for a Composition by the Year or other Period, in lieu of the Tolls by this Act payable for the Use of such Bridge: Provided always, that if the Company shall make any such Composition with any Person they shall be compellable to make the same Composition with respect to every other Person desiring to compound for the Payment of such Tolls on or in respect of the same Bridge for the like Period and under the same Circumstances.

Power to provide Toll Gates and Toll Houses.

54. The Company may from Time to Time set up Toll Gates at or upon such Bridges, Roads, and Approaches, and remove the Toll Gates and set up others in lieu thereof, as they think fit, and may from Time to Time provide and maintain such Toll Houses and other Conveniences near to the Toll Gates as they think fit.

Tolls to be taken before passing.

55. The Tolls granted by this Act shall be paid before any Person, Animal, or Carriage liable to Toll is entitled to pass or repass through any Toll Gate erected in pursuance of this Act.

Power to vary Tolls.

56. The Company from Time to Time at any General Meeting may in respect to both or either of such Bridges reduce all or any of the Tolls for

for such Time as they think proper, and again raise all or any of the Tolls, so that the Tolls never exceed the Amount limited by this Act.

Tolls to be charged equally.

57. The respective Tolls chargeable at each of the said Bridges shall at all Times be charged equally, and after the same respective Rate, upon all Persons, and in respect of all Horses, Beasts, Cattle, and Carriages, using or passing over the respective Bridges under the like Circumstances; and no Reduction or Advance of the Tolls shall either directly or indirectly be made partially in favour of any particular Person, but every such Reduction or Advance shall take effect with respect to all Persons, and to all Animals and Carriages of the same respective Sort, using the same Bridge under the same Circumstances.

Tolls to be taken by Toll Collectors.

58. The Tolls may be demanded and taken at the Toll Gates from Time to Time provided under this Act by such Persons as the Company or the Lessees of the Tolls respectively from Time to Time appoint to be the Toll Collectors.

Table of Tolls to be put up.

59. When any Toll Gate is erected by virtue of this Act the Company shall put up and afterwards continue at every such Toll Gate a Table printed on a Board in distinct and legible Black Letters on a White Ground, containing a List distinguishing the several Tolls to be paid by virtue of this Act, and shall renew the Boards whenever any of the Letters or Figures thereon are worn out, defaced, or obliterated; and the Company shall not demand or take at any Toll Gate any Toll except while the Board so painted remains affixed at or near to the Toll Gate.

Power to stop Persons failing to pay Tolls, and to seize and distrain Horses, &c.

60. If any Person subject under this Act to the Payment of any Toll, after Demand made thereof by any Collector appointed to receive the same, fails to pay the Toll, the Collector by himself, or taking such Assistance as he thinks necessary, may stop and prevent the Passage of the Person so failing, and may seize and distrain the Horse, Beast, or Cattle in respect of which the Toll is payable, with their Bridles, Saddles, Gear, and Harness (except the Bridle or Reins of any Horse or Beast separate from the Horse or Beast, and any Carriage drawn by such Horse, Beast, or Cattle).

For settling Disputes concerning Tolls and Distresses.

61. If and whenever any Dispute happens about the Amount of Toll due, or the Charges of seizing, keeping, or selling any Distress for Non-payment of such Toll, the Collector or the Person distraining may retain the Distress or the Money arising from the Sale thereof until the Amount of the Toll due and of the Charges be ascertained by some Justice or Justices of the Peace for the County of *Middlesex* or *Surrey*, who, upon Application made to him or them for that Purpose, may determine the Matter in dispute, and may also award such Costs to be paid by either Party to the other as to the Justice or Justices seems reasonable.

62. If

Power to sell Distress.

62. If the Toll and the reasonable Charges of such Seizure and Distress be not paid within Three Days after the Seizure and Distress, the Person so seizing and distraining may sell all the Horses, Beasts, Cattle, Chattels, and Carriages so seized and distrained, or any Part thereof, returning the Overplus, if any, of the Proceeds of the Sale, after deducting the Toll and the reasonable Charges of the Seizure and Distress and Sale, and what, if any, remains unsold, upon Demand, to the Owner thereof.

Penalty for fraudulently passing Bridge, &c.

63. If any Person fraudulently or forcibly pass over either of such Bridges, or the Roads or Approaches thereto respectively, or through any Toll Gate, without having paid the Tolls, or assault, obstruct, or interrupt any Person employed in the Collection of the Tolls, every Person so offending shall for every such Offence incur a Penalty not exceeding Forty Shillings.

Toll Collector to place his Name on Toll House.

64. Every Toll Collector shall place his Christian and Surname, painted on a Board in legible Characters, in the Front or some other conspicuous Part of the Toll House or Toll Gate immediately on his coming on Duty, each of the Letters of the Name or Names to be at least Two Inches in Length, and of a Breadth in proportion, and painted in Black Letters on a Board with a White Ground, and shall continue the same so placed during the whole Time he is upon Duty.

Penalty for Offences by Toll Collectors.

65. If any Toll Collector commit any of the following Offences:

(1.) Do not place such Board and continue the same so placed during the whole Time he is on Duty;

(2.) Demand or take from any Person a greater or less Toll than he is for the Time being authorized to demand or take;

(3.) Demand and take a Toll from any Person exempted from the Payment thereof, and claiming such Exemption;

(4.) Refuse to permit any Person to read or in anywise hinder any Person from reading the Inscriptions on the Board or on the Table of the Toll put up at the Toll Gate;

(5.) Refuse to tell his Christian or Surname to any Person who having paid any Toll demands the same;

(6.) In answer to any such Demand give a false Name;

(7.) On the legal Toll being paid or tendered, unnecessarily detain or wilfully hinder or prevent any Passenger from passing through the Toll Gate;

he shall for each such Offence incur a Penalty not exceeding Forty Shillings.

Penalty for evading Tolls.

66. If any Person take off any Horse or other Beast from any Carriage at or near either of the Bridges, or at or near to any Toll Gate set up under this Act, and afterwards put on the Horse or Beast after having

having passed such Bridge or any such Toll Gate, with Intent to evade and thereby evades or endeavours to evade the Payment of any Part of the Toll, or forges, counterfeits, or alters, or receives from or delivers to any other Person, any Note or Ticket with Intent to evade the Payment of any Part of the Tolls, or if any Person cause any such Act to be done, or aid or abet any Person so acting, every Person so offending shall for every such Offence forfeit not exceeding Forty Shillings.

Penalty for damaging Bridge, &c. and other Offences.

67. If any Person commit any of the following Offences; (that is to say,)

(1.) Rides or drives or leads any Horse, Beast, Cattle, or Carriage over or upon any Footpath or Causeway on the Side of any Part of either of such Bridges, Roads, or Approaches;

(2.) Wilfully obstructs the Passage of either of such Bridges, Roads, or Approaches;

(3.) Wilfully or carelessly breaks or damages any of the Posts or Stones erected for the Security of any such Footpath or Causeway, or scrapes off any Mud, Soil, or other Thing from any Part of such Bridges, Roads, or Approaches, so as to damage the same;

(4.) Without reasonable Cause, to be allowed by the Justices who hear the Complaint, leaves any Waggon, Cart, or other Carriage, or any Plough, Harrow, or other Implement of Husbandry, on or at the Side of either of such Bridges, Roads, or Approaches, or any Part thereof, either with or without any Horse, Beast, or Cattle harnessed or yoked thereto, after having been ordered by the Toll Collector to remove the same;

(5.) Places any Timber, Wood, or Bushes, or any Stones, Bricks, Hay, Straw, Lime, Dung, Manure, Soil, or Rubbish whatsoever, on any Part of either of such Bridges, Roads, or Approaches, to the Prejudice thereof, or to the Annoyance of any Person travelling thereon;

he shall for each Offence incur a Penalty not exceeding Forty Shillings.

Penalty for destroying Bridge, &c.

68. The Bridges and the Toll Houses and Toll Gates, Works, and other Property of the Company shall be deemed public Bridges within the Meaning and for the Purposes of the Act from Time to Time in force with respect to malicious Injuries to public Bridges.

Barge Owners liable for Damage done by their Servants.

69. If and whenever any Person having the Care of any Boat, Barge, or other Vessel navigated on the River wilfully, carelessly, or negligently causes or suffers any Damage or Injury to be done by the Vessel to either of such Bridges, the Owner of the Vessel shall be liable to make Satisfaction to the Company for all such Damage or Injury.

Power to lease Tolls.

70. The Company may from Time to Time lease all or any of the Tolls authorized to be taken by this Act to such Persons, at such Rents,

payable at such Times, and under such Covenants, and upon such Conditions, as the Company think fit, which Rents shall be applied for the Purposes of this Act.

Evidence of Appointment and Removal of Toll Collector.

71. A Certificate in Writing under the Hand of the Secretary of the Company, or, as the Case may be, of the Lessee of the Tolls, shall for all Purposes be sufficient Evidence of the Appointment or Removal of any Toll Collector.

Power to obtain from discharged Toll Collectors Possession of Toll Houses, &c.

72. If any Toll Collector when discharged, or the Wife or Widow or any of the Children, Family, or Representatives of any Toll Collector who may have died, or any other Person having the Possession of any Toll House or other Building, being the Property of the Company, fail for Two Days after Demand by Notice in Writing signed by the Secretary of the Company, or by the Lessee of the Tolls, and given to such Toll Collector, or to any such Person, or left at the Toll House, Building, or Premises, to deliver up Possession thereof, any One or more Justice or Justices of the Peace of the Counties of *Middlesex* or *Surrey* may, by Warrant under his or their Hand and Seal or Hands and Seals, order any Constable or other Peace Officer with requisite Assistance to enter into the Toll House, Building, or Premises in the Daytime, and to remove all Persons found therein, with their Goods, out of the same, and put the Company or Lessee, or any Person named by them or him, into possession thereof.

Service of Notice by the Company.

73. Where it is necessary for the Company to serve any Summons, Demand, Notice, Writ, or other Proceeding at Law or in Equity upon any Person, the same may be in Writing or in Print, or partly in Writing and partly in Print, and be signed by the Secretary or Clerk of the Company, and need not be under the Common Seal of the Company, and shall be sufficiently served by being delivered personally to such Person, or being left at his or their usual or last Place of Abode or Business in *England*, or by being delivered to some Clerk or other Officer of such Person being a Corporation, or being left at the Office of such Clerk or principal Officer, or at his or their usual or last Place of Abode or Business in *England*.

Yearly Account to be made up and transmitted to the Clerk of the Peace.

74. The Company shall every Year prepare an Account in abstract showing the whole Receipts and Expenditure of all Funds levied by virtue of this Act for the Year ending on the Thirty-first Day of *December*, or some other convenient Day then last, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account duly audited and certified by the Directors, or some of them, and by the Auditors, and shall send a Copy of the Account free of Charge to the Clerks of the Peace for the Counties of *Middlesex* and *Surrey* on or before the Expiration of One Month after the Day on which the Account

Account ends, which Account shall be open to the Inspection of the Public at all seasonable Hours on Payment of One Shilling for every such Inspection; and if the Company fail so to prepare or to send any such Account they shall for every such Failure forfeit not exceeding Twenty Pounds.

Saving Rights of the Crown.

75. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights, of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Expenses of Act.

76. All the Costs, Charges, and Expenses of and incident to the applying for, preparing, obtaining, and passing of this Act shall be paid by the Company.

The SCHEDULE referred to in the foregoing Act.

Articles of Agreement made the Eighteenth Day of May in the Year of our Lord One thousand eight hundred and sixty-three between Frederick Lowten Spinks, of No. 5, Plowden Buildings, Temple, in the County of Middlesex, Serjeant-at-Law, Thomas Bradshaw, of Hampton Court in the County of Middlesex, Esquire, and Francis Jackson Kent, of Hampton Court aforesaid, Esquire, (herein-after called the Promoters,) of the First Part, the Thames Bridges Company (herein-after called "the Company") of the Second Part, and Thomas Newland Allen, of the Vache in the County of Bucks, Esquire (herein-after called Mr. Allen), of the Third Part: Whereas the Promoters are Three of the Promoters of a Bill now pending in Parliament which is entitled "An Act for making and maintaining Bridges over the River Thames "at Hampton, Walton, and Shepperton, and for other Purposes," by which it is proposed to incorporate the Company, and to authorize them to make and maintain Three Bridges, One of them (therein called Hampton Bridge) over the River Thames, from Hampton in the County of Middlesex to the opposite Side of the River in the County of Surrey, and another of them (therein called Walton Bridge) over the River Thames at Walton-on-Thames in the County of Surrey, and to make the Company's Undertaking with respect to each of the Bridges a separate and distinct Undertaking: And whereas Mr. Allen is or is reputed to be the absolute Owner in Fee Simple of the Hampton Court Bridge across the River Thames, the Site whereof is near to the Site of the Company's proposed Hampton Bridge, and is also the absolute Owner of the Tolls of the Hampton Court Bridge: And whereas Mr. Allen is or is reputed to be also the Owner of the present Bridge at Walton-on-Thames over the River Thames: And whereas the present Hampton Court Bridge and the present Walton Bridge respectively are old Bridges, and inconvenient, and greatly in want of Repair, and Mr. Allen has contracted for the rebuilning of the present Walton Bridge, and intends to rebuild the present Hampton Court Bridge respectively, with Improvements: And whereas the rebuilding of those Two present Bridges will be expensive to Mr. Allen, and he apprehends that if the Company's proposed Hampton Bridge and Walton Bridge were built he would be a great Loser by his Outlay in rebuilding those present Bridges, as by reason that the Traffic there across the River Thames would not be sufficient to yield a reasonable Return on the Capital expended by him on the rebuilding of the present Bridges, and by the Company on building their proposed Hampton and Walton Bridges, and there would be a Diversion of Traffic from those present Bridges to the Company's proposed Hampton and Walton Bridges, and he has therefore expressed his Intention of opposing in Parliament the pending Bill, so far as it relates to the Company's Hampton and Walton Bridges Undertakings: And whereas the Promoters are satisfied that it would not be to the Advantage of the Company that their proposed Hampton Court and Walton Bridges should be built if the present Hampton Court and Walton Bridges were rebuilt: And whereas, in order to the Withdrawal by Mr. Allen of his intended Opposition to the pending Bill, it has been determined

mined that these Presents shall be entered into and executed by way of Agreement as herein-after appearing: Now therefore these Presents witness, that for the Considerations herein appearing it is hereby mutually agreed by and between the Promoters and Mr. Allen, and by way of separate and distinct Agreement it is hereby agreed by and between Mr. Allen, for himself, his Heirs, Executors, Administrators, and Assigns, and the Company, for themselves and their Assigns, as follows; (that is to say,)

Article 1. The Promoters will use their utmost reasonable Endeavours to procure the Enactment in the pending Bill of the Proviso and Clause which are set forth in the First Schedule hereto.

Article 2. Whether or not the Proviso set forth in the First Schedule hereto be enacted in the pending Bill, the Terms of that Proviso shall be Terms of Agreement between the Company, for themselves and their Assigns, and Mr. Allen, for himself, his Heirs, Executors, Administrators, and Assigns, and shall be performed and observed accordingly.

Article 3. If, and so far as from Time to Time lawfully may be, Mr. Allen, his Heirs or Assigns, will not at any Time after the First Day of January One thousand eight hundred and sixty-four demand or take for the Passage of Persons, Animals, Carriages, or Things over the Hampton Court Bridge, whether as now existing or as hereafter rebuilt, or by means of any Ferry at any Time worked by h m or them across the River Thames at or near to the Site of the Hampton Court Bridge, any Pontage Tolls or Duties exceeding the Tolls specified in the Second Schedule hereto, of which said Pontage Tolls or Duties so scheduled a Table shall at all Times be exhibited at the Place appointed for the Receipt thereof.

Article 4. If and whenever Mr. Allen, his Heirs or Assigns, shall not perform or observe Article Three, or shall allege that that Article is not lawfully binding on him or them, or if and whenever he or they, not making any such Allegation, shall, after Notice from the Company or their Assigns in Writing under their Common Seal delivered to him or them, or left for him or them at his or their then or then last known or usual Place of Abode in England, requiring him to perform or observe that Article, fail so to do, then and in any or every such Case, and notwithstanding any prior Waiver by the Company or their Assigns of any Right under this Article, and notwithstanding the Failure from any Cause of any prior Application to Parliament in accordance with this Article, the Company, if they think fit, may apply, at the Expense of Mr. Allen, his Heirs or Assigns, to Parliament for, and use their utmost reasonable Endeavours to obtain, an Act for making that Article obligatory on him and them, and containing such Provisions for insuring the due Performance and Observance thereof as the Company or their Assigns think reasonable.

Article 5. If the Company or their Assigns so think fit, they may use their utmost reasonable Endeavours to procure the Enactment, in any Act applied for in accordance with Article Four, of a Provision that all the Costs, Charges, and Expenses of and incident to the preparing for and making of any or every Application to Parliament in accordance with that Article, and the obtaining and passing of the Act, shall be borne and paid by Mr. Allen, his Heirs or Assigns, and that until paid the Amount thereof, bearing Interest at the Rate of Five Pounds per Cent. per Annum, shall be a Charge on the Hampton Court Bridge, and the

Pontage Tolls and Duties thereof, and be recoverable by Receiver of the Pontage Tolls and Duties.

Article 6. Provided that if the Company or their Assigns build the proposed Hampton Bridge, or if any other public Bridge across the River Thames be built within Five hundred Yards from the Site of the Hampton Court Bridge, then and in either of those Cases, on and after the opening for public Traffic of the Bridge so built, Articles Three and Four and Five shall become and be absolutely null and void.

Article 7. Mr. Allen will forthwith rebuild his Walton Bridge in accordance with the recited Contract in that Behalf, and on the Faith of his so doing the Company, if Parliament will permit, will strike out of the pending Bill all Provisions and Parts thereof relating to the Company's Walton Bridge Undertaking; or if Parliament will not permit the same to be struck out, then, if and so far as lawfully may be, the Company will not, without in every Case the previous Consent of Mr. Allen, his Heirs or Assigns, in Writing under his or their Hand or Hands, exercise any of their Powers with respect to their Walton Bridge Undertaking.

Article 8. If the pending Bill be passed into a Law the Promoters will procure the Company, within Forty-two Days next after the passing thereof, to execute under their Common Seal these Presents and the Duplicate thereof as the Party thereto of the Second Part.

Article 9. From and after the Execution by the Company under their Common Seal of these Presents, as the Party thereto of the Second Part, the Promoters shall be freed and discharged from all their further Liability under these Presents; and these Presents, as to all the future Operation thereof, shall be read and have effect as an Agreement only between Mr. Allen, for himself, his Heirs, Executors, Administrators, and Assigns, and the Company, for themselves and their Assigns, and as if the Promoters or any of them had not executed or been Parties to these Presents.

Article 10. On the Faith of these Presents being in all respects specifically performed and observed by and on the Part of the Promoters and the Company respectively, Mr. Allen will not, directly or indirectly, offer or sanction any further Opposition to the pending Bill.

Article 11. Whether the pending Bill be passed into a Law or not, this Agreement shall continue in force. In witness whereof the said Parties to these Presents have hereunto set their Hands and Seals the Day and Year first herein written.

First Schedule.

Provided that if within One Year next after the passing of this Act the rebuilding of the now existing Bridge across the River Thames at Hampton Court be commenced and duly prosecuted, the Powers and Provisions of this Act with respect to the Company's Hampton Bridge Undertaking shall be suspended during the Construction thereof as herein-after mentioned; and if within Two Years after the passing of this Act it be rebuilt to the Approval of the Conservators of the River Thames, in Writing signed by their Secretary, and with such Reduction of the Number of the Arches thereof, and Increase of the Width thereof, and other Improvements thereof, as the Conservators reasonably require, (and which several Improvements, if required by them, shall be made to their Satisfaction before they approve the Bridge,) and be opened for

for public Traffic, then the Powers and Provisions of this Act with respect to the Company's Hampton Bridge Undertaking shall thenceforth cease and be void.

SECOND SCHEDULE.

Every Person on Foot, One Halfpenny.
Every Ass, One Penny.
Every Horse or Mule, laden or unladen, Twopence.
Every Horse drawing any Carriage, Sixpence.
Every Score of Oxen, &c., Tenpence.
Every Score of Sheep, &c., Tenpence.

Proviso, that Horses, Cattle, and Carriages shall pass and return for One Payment, but hired Horses or Carriages to pay as often as there may be a new Hiring.

Signed, sealed, and delivered by the above-named Frederick Lowten Spinks, Thomas Bradshaw, and Francis Jackson Kent in the Presence of
WILLIAM MASON,
Clerk to Mr. James Wheeler,
4, Victoria Street,
Westminster.

F. L. SPINKS. L.S.

THOS. BRADSHAW. L.S.

F. J. KENT. L.S.

Signed, sealed, and delivered by the above-named Thomas Newland Allen, in the Presence of
CHARLES WOODBRIDGE,
Solr., Uxbridge.
T. H. R. WOODBRIDGE,
Solr., Uxbridge.

THOS. NEWLAND ALLEN. L.S.

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