ANNO NONO & DECIMO

VICTORIÆ REGINÆ.

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Cap. ccclxix.

An Act to authorize an Improvement of the Line of the *West London* Railway, and the Extension thereof to the River *Thames*.

[13th *August* 1846.]

WHEREAS an Act was passed in the Third Year of the
Reign of His late Majesty King *William* the Fourth,
intituled *An Act for making a Railway from* London *to* 3 & 4 W. 4.
Birmingham, whereby the *London and Birmingham* Railway Com- c. 36.
pany was incorporated; and the Provisions of the said Act have been
amended or enlarged by several other Acts of Parliament, passed
respectively in the Fifth and Sixth Years of the Reign of His said
Majesty King *William* the Fourth, and in the First, the Second, and
the Sixth and Seventh Years of the Reign of Her present Majesty:
And whereas an Act was passed in the Sixth Year of the Reign of
His said late Majesty King *William* the Fourth, intituled *An Act for* 6 & 7 W. 4.
making a Railway from the Basin of the Kensington *Canal at* Ken- c. 79.
sington, *to join the* London and Birmingham *and the* Great Western
Railways at or near Harlsdon Green *in the County of* Middlesex,
and to be called "The Birmingham, Bristol, and Thames Junction
Railway:" And whereas an Act was passed in the Fourth Year of

3 & 4 Vict. c. 105.

the Reign of Her present Majesty, intituled *An Act to amend and enlarge some of the Provisions of the Act relating to the* Birmingham, Bristol, and Thames Junction *Railway, and to authorize the said Company to raise a further Sum of Money for the Purposes of the said Undertaking;* and by the said last-mentioned Act the Name of the said Railway was altered to that of "The *West London* Railway:" And whereas another Act was passed in the last Session of

8 & 9 Vict. c. 156.

Parliament, intituled *An Act for enabling the* London and Birmingham *Railway Company to take a Lease of the* West London *Railway;* and by virtue of such last-mentioned Act the said Railway has been leased in Perpetuity to the said *London and Birmingham* Railway Company: And whereas by the said last-mentioned Act it was also provided that the *Great Western* Railway Company should be admitted to an equal Participation with the said *London and Birmingham* Railway Company in the Possession, Use, and Management of the said *West London* Railway, and the Exercise and Enjoyment of all Powers, Rights, and Privileges in relation thereto: And whereas the said *West London* Railway crosses the *Great Western* Railway on the Level in a very inconvenient Manner, for the Purpose of communicating with the *London and Birmingham* Railway; and it is expedient that a new Line of Railway should be made for such Purpose, crossing the said *Great Western* by means of a Bridge, and joining the present Line of the said *West London* at or near *Wormwood Scrubs:* And whereas the Benefits of the said Railway would be greatly increased if the same were extended to the River *Thames;* and the said *London and Birmingham* Railway Company and the said *Great Western* Railway Company are willing so to extend the said Railway if authorized by Parliament so to do: And whereas Two Acts were passed in the last Session of Parliament, one thereof for consolidating in One Act certain Provisions usually inserted in Acts authorizing the Sale of Lands for Undertakings of a public Nature, called "The Lands Clauses Consolidation Act, 1845," and the other thereof for consolidating in One Act certain Provisions usually inserted in Acts authorizing the making of Railways, called "The Railways Clauses Consolidation Act, 1845:" 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 Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled,

8 & 9 Vict. cc. 18. and 20. incorporated with this Act.

and by the Authority of the same, That the several Provisions of the Lands Clauses Consolidation Act, 1845, and of the said Railways Clauses Consolidation Act, 1845, so far as the same may be applicable and are not inconsistent with the Provisions herein-after contained, shall be incorporated with and form Part of this Act, for the Purpose of enabling the said *London and Birmingham* Railway Company to make a new Line of Railway to connect the said *West London* Railway with the *London and Birmingham* Railway, and extend the Line of the said *West London* Railway to the River *Thames* as herein-after mentioned, and to enable the said last-mentioned Company, jointly with the *Great Western* Railway Company, to maintain and use the said Railway, and also to enable either of the said Companies to purchase and hold Lands as herein-after mentioned in connexion with the Undertaking by this Act authorized.

II. And

Extending certain Provisions of the London and Birmingham Railway Acts to this Act.

II. And be it enacted, That the several Provisions of the Acts herein-before mentioned or referred to relating to the *London and Birmingham* Railway Company, so far as the same are applicable and are not inconsistent with the Provisions of the said last-mentioned Acts or of this Act, shall also extend to this Act, and to the Objects and Purposes thereof, in like Manner as though the same were repeated and re-enacted in this Act: Provided always, that the *Great Western* Railway shall for all the Purposes of this Act be entitled to the Exercise of the same Powers, and be subject to the same Liabilities, as the said *London and Birmingham* Railway Company.

Power to Companies to raise Money on the Credit of surplus Capital.

III. And whereas the estimated Expence of the Works by this Act authorized is Sixty thousand Pounds; be it therefore enacted, That it shall be lawful for the said *London and Birmingham* Railway Company, and also for the said *Great Western* Railway Company, to raise respectively, on the Credit of the respective surplus Revenues of the said Companies, respectively, the Sum of Thirty thousand Pounds.

Certain Provisions of 8 & 9 Vict. c. 16. to apply to the raising of Money.

IV. And whereas an Act was passed in the last Session of Parliament, called the Companies Clauses Consolidation Act, 1845; be it enacted, That all the Provisions of the said last-mentioned Act with respect to borrowing of Money, and to the Conversion of Money borrowed or authorized to be borrowed into Capital, shall be held applicable to the borrowing by either of the said last-mentioned Companies of all or any of the Monies by the said Act authorized to be raised by them respectively: Provided always, that it shall not be lawful for either of the said Companies to borrow any of the said Monies, if the Sums so borrowed, together with any other Monies owing by such Company on Mortgage of the Undertaking belonging to them at the Time of such borrowing, would amount to more than One Third of the Capital of such Company in Shares or Stock.

Deposit of Plans, &c.

V. And whereas a Map or Plan and Section describing the Lines and Levels of the proposed new Line of Railway to connect the said *West London* Railway with the *London and Birmingham* Railway, passing over the *Great Western* Railway by means of a Bridge, and also of the intended Extension to the River *Thames* of the said *West London* Railway, and the Lands in or through which the same are respectively intended to pass or be made, together with a Book of Reference to such Plan, containing the Names of the reputed Owners, Lessees, and Occupiers of such Lands, have been deposited with the Clerk of the Peace for the County of *Middlesex*; be it enacted, That it shall be lawful for the said *London and Birmingham* Railway Company to construct a Railway from the *West London* Railway, at or near the South End of a Field or Common known as *Wormwood Scrubs*, in the Parishes of *Hammersmith* and *Fulham*, and *Saint Mary Abbott Kensington*, or One of them, in the County of *Middlesex*, crossing the *Great Western* Railway by means of a Bridge, and joining the *London and Birmingham* Railway at or near the Parish where the said *West London* Railway at present joins the same, and also to construct a Railway in extension of the Line of the said *West London* Railway, with all proper Works and Conveniences connected therewith,

with, in the Line or Course, or Lines or Courses, and upon the Lands delineated upon the said Plan, and to enter upon, take, and use such of the said Lands as may be necessary for the Purpose.

Works to be done to the Satisfaction of the Great Western Railway Company, and to belong to them jointly with the London and Birmingham Railway Company.

VI. Provided always, and be it enacted, That, subject as hereinafter mentioned, all the Works by this Act authorized shall be done to the Satisfaction of the Engineer for the Time being of the *Great Western* Railway Company, as well as of the Engineer for the Time being of the *London and Birmingham* Railway Company; and such Works, when made, and all Lands purchased by the *London and Birmingham* Railway Company for the Purposes thereof, (unless otherwise agreed between the said Companies,) shall vest in the said *Great Western* Railway Company jointly with the said *Great Western* Railway Company; and the Cost of executing the said Works and of purchasing the said Lands shall be defrayed by the said Companies in equal Moieties, or otherwise in such Proportions, according to the special Advantages and Conveniences to be thereby afforded to either of the said Companies in preference to the other of them, as they may mutually from Time to Time agree upon, or as may be decided by Arbitration, in case of Difference, as herein-after mentioned; and the said Two Companies shall have an equal Right to the Use of the said *West London* Railway, and of the Alterations and Extensions thereof by this Act authorized, and of all Conveniences connected therewith, unless it be otherwise agreed between them.

Direction of Line.

VII. And be it enacted, That the Line of the said Railway hereby authorized to be made in extension of the said *West London* Railway shall commence at the Terminus of the said Railway, at or near the Basin of the *Kensington* Canal, in the Parish of *Saint Mary Abbott Kensington* in the County of *Middlesex*, shall pass in or through the said Parish, and the Parishes of *Hammersmith*, *Chelsea*, and *Fulham*, or One of them, in the same County, and shall terminate at or near the River *Thames*, in or near to the *Fulham* Town Meadows, in the Parish of *Fulham*; and it shall be lawful for the said *London and Birmingham* Railway Company to make and maintain such Wharfs, Quays, Buildings, and Shipping Places, Staiths, Warehouses, and other Conveniences, in connexion with the said Railway, as they may deem necessary for the Purposes thereof.

CertainRoad to be crossed on the Level, and Lodge or Station to be erected.

VIII. And be it enacted, That it shall be lawful for the Company to carry the said Railway across the Road in the Parish of *Fulham* numbered 60 on the said Plans on the Level thereof: Provided always, that the said Company shall erect and maintain a Lodge or Station at the Point where the said Railway shall cross the said Road.

Limiting Quantity of Land to be taken for additional Purposes.

IX. And be it enacted, That it shall be lawful for the *London and Birmingham* Railway Company, and for the *Great Western* Railway Company, or either of them, to purchase any Lands for the Purpose of Stations, Wharfs, Warehouses, and other Conveniences connected with the said Railway hereby authorized to be made, not exceeding in Quantity Twenty Acres, and to construct thereon such Warehouses, Buildings, and other Conveniences as they may necessarily think fit: Provided

Provided always, that neither of the said Companies shall purchase any such Lands separately without the Consent of the one or other of them.

Limiting Period for Purchase of Lands and Completion of Works.

X. And be it enacted, That the Powers of the said *London and Birmingham* Railway Company for the compulsory Purchase of Lands required for the Purposes of the Railways and Works by this Act authorized, and for the Completion of such Works, (save as to such Alterations or Improvements of such Works, or Additions thereto, as may thereafter may become necessary,) shall cease after the Expiration of Three Years after the passing of this Act.

Regulating the crossing of the Fulham Turnpike Road.

XI. And whereas it is intended to carry the said Railway under the Turnpike Road from *Knightsbridge* to *Fulham*, at or near *Walham Green*, being one of the Turnpike Roads under the Care of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, and to carry the said Road over the Railway by means of a Bridge; be it enacted, That it shall not be lawful for the said Company to raise the Level of the said Road in any Part thereof more than Seven Feet, and that the Ascents to such raised Level shall not be more than One Foot in Sixty Feet, and that the said Bridge shall have Parapet Walls on each Side thereof, of not less than Eight Feet in Height from the Centre of the Road over the said Bridge, and that from the Ends of the said Two Parapet Walls the said Company shall make Four Return Walls, each Fifty Feet in Length, along the Sides of the said Railway, and shall carry such Return Walls to the same Height with the said Parapet Walls, that is to say, Eight Feet above the Centre of the Road over the said Bridge; and that the said Bridge shall have a clear Space of not less than Forty Feet between the Parapet Walls thereof, and that the upper Surface of the Centre of the Arch of the said Bridge shall not be less than One Foot Six Inches below the Surface of the Road over the said Bridge and every Part thereof; and that of the Forty Feet between the Parapet Walls of the said Bridge so much shall be formed into a Carriageway as shall be required by the General Surveyor of the said Commissioners for the Time being; and that the said Company shall form raised Footpaths on each Side of the said Carriageway, and shall lay down Kerbstones at the Edge of such Footpaths, and shall form paved Water Channels between such Kerbstones and the said Carriageway, and shall relay all the Drains of the said Road; and that all such Works shall be done by and at the Expence of the said Company.

One Half of the Road only to be interfered with at once.

XII. And be it enacted, That in constructing the said Bridge and Works only One Half of the Surface of such Turnpike Road shall be first interfered with, leaving the other Half of the said Turnpike Road for the Passage of the Public, until such Time as it is certified in Writing by the said General Surveyor for the Time being that the Half first interfered with has been restored to a good and proper State for the Safety and Convenience of the Public, when it shall be lawful for the said Company to open the said other Half of the said Turnpike Road; and that all such Measures of Precaution for the public Safety during the Progress of the Works of the said Railway, including the fencing of the said Works, and lighting and watching the same by

Night, shall be adopted, by and at the Expence of the said Company, as shall from Time to Time be required in Writing by the said General Surveyor for the Time being; and that the said Road shall be restored in the same Line as the present Road, with no Deviation therefrom; and that the said Road over the said Bridge, and the Footpaths and paved Channels thereof respectively, shall be formed of such Materials, and of such Quantity and Quality of each Material, and in such Manner, in all respects, as shall be from Time to Time directed or required in Writing by the said General Surveyor for the Time being.

Works connected with such crossing to be completed in Six Months.

XIII. And be it enacted, That the said Company shall finish and complete, to the Satisfaction of the said General Surveyor for the Time being, the said Bridge, new Road, Footpaths, Parapet Walls, Return Walls, and all other Works, Matters, and Things herein-before mentioned and required to be made or done by the said Company, within Six Months from the Day on which the said Turnpike Road shall be first broken up or interfered with, or the Use of the said Road by the Public in any Way interrupted or made less convenient than heretofore.

Alterations may be made in the Works with the Consent of the Commissioners of the Metropolis Roads.

XIV. Provided always, and be it enacted, That it shall be lawful for the said Commissioners and Company to agree with each other for the carrying of the said Railway under the said Turnpike Road in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the said Company of all such Works, Matters, and Things as may be necessary or expedient for the Purposes aforesaid; and in case of any such Agreement it shall not be binding on the said Company to do such of the Works, Matters, and Things herein-before or in the said recited Acts required to be done by them as shall be by the said Agreement expressly dispensed with by the said Commissioners.

All Works connected with the Metropolis Roads to be constructed under the Superintendence of their General Surveyor.

XV. Provided always, and be it enacted, That the said Bridge, new Road, Footpaths, paved Water Channels, Parapet and Return Walls, and the Approaches to such Bridge, and all other Works connected with the crossing of the said Turnpike Road from *Knightsbridge* to *Fulham*, and also all Repairs and Renewals of the said Bridge, Walls, and Works respectively which shall hereafter be made by the said Company, shall be constructed and made and formed under the Direction and Superintendence from Time to Time of the said General Surveyor for the Time being, and that the Plans and Designs for the said Bridge, and the Works connected therewith (which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work), and the Materials whereof the same shall be constructed, shall be such as shall be approved of by the said General Surveyor for the Time being; and in case, in the Construction of the said Bridge and Works, or any of them, the said Company shall do or cause any Injury or Damage to the said Turnpike Road or any Part thereof, and shall not forthwith proceed to repair and make good such Injury or Damage, to the Satisfaction of the said General Surveyor for the Time being, or if by reason of the Construction of any of the Works hereby authorized or required to be constructed by the said Company any Alteration of the said Metropolis Roads, or any of them, or of the Drains or Sewers under the same,

same, shall, in the Judgment of the said General Surveyor for the Time being, be rendered necessary, then and in any of such Cases it shall be lawful for the said General Surveyor to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expences of such Repairs and Alterations shall be paid on Demand by the said Company, or, in default of Payment for Twenty-one Days after such Demand, may be recovered by the Commissioners of the Metropolis Turnpike Roads North of the *Thames* from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

If the Company fail to keep Works in repair the Metropolis Roads Commissioners may repair the same, charging Expences to the Company.

XVI. Provided also, and be it enacted, That if and so often as the said Company shall fail to repair, and keep in good and complete Repair, to the Satisfaction of the said General Surveyor for the Time being, the said Bridge, Walls, and other Works connected with crossing the said Turnpike Road, or any of them, and if after Notice thereof given to the said Company by or on behalf of the said Commissioners of the Metropolis Turnpike Roads North of the *Thames*, the said Company shall not for the Space of Three Days commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Commissioners to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be; and all the Costs, Charges, and Expences incurred by the said Commissioners shall be paid on demand by the said Company; or on Failure of Payment for Twenty-one Days after such Demand, the same may be recovered from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

For protecting Rights of Commissioners of Sewers for Westminster.

XVII. Provided always, and be it enacted, That, notwithstanding any Provisions herein-before contained, or in the Lands Clauses Consolidation Act, One thousand eight hundred and forty-five, or any other Act or Acts incorporated herewith, it shall not be lawful for the said Company to alter, divert, impede or in any way interfere with any Sewers, Drains, or Watercourses within the Limits of or under the Jurisdiction and Control of the Commissioners of Sewers for the City and Liberty of *Westminster* and Part of the County of *Middlesex*, or to do any Work whatever which shall or may affect any such Sewer, Drain, or Watercourse, without the previous Consent in Writing of the said Commissioners signified by an Order of Court, and that if such Consent shall be given all such Works shall be done with reference to the altering, diverting, or interfering with the said Sewers, Drains, and Watercourses as shall be ordered by the said Commissioners, and so that due and proper Sewage may be provided by the said Company; and all such Works shall be done under the Direction and to the full Satisfaction of the said Commissioners; and all such Sewers, Drains, or Watercourses, and any new Sewers, Drains, or Watercourses which shall be made under the Direction of the said Commissioners, shall be as completely and entirely under the Jurisdiction and Control of the said Commissioners as any other Sewers, Drains, and Watercourses within the Limits of the said Commission are now by Law; and that nothing herein,

herein, or in the said Acts incorporated herewith, shall affect, prejudice, alter, diminish, or take away any of the Rights, Powers, and Authorities of the said Commissioners, but that all such Rights, Powers, and Authorities shall to all Intents and Purposes remain in as full force as if this Act had not passed.

The London Gas Light Company to be at liberty to repair and lay down Pipes, &c. under the Railway.

XVIII. And be it enacted, That nothing in this Act, or in the Lands Clauses Consolidation Act, 1845, and the Railway Clauses Consolidation Act, 1845, respectively contained, shall extend to prevent the *London* Gas Light Company, or their Workmen, Servants, and Agents, at any Time and from Time to Time laying down, repairing, or altering any Main or Pipe, Stopcock, Plug, or Branch, belonging to the *London* Gas Light Company, which may be under or crossed by the Line of the Railway and Works, or upon or under any Land in the Occupation of the Railway Company, or from laying down, fixing, and setting up any new and additional Main Pipe, Stopcock, Plug, or Branch under or across the Line of the Railway, which may be necessary for the Purpose of enabling the said *London* Gas Light Company to light any Houses or Places with Gas: Provided always, that the said *London* Gas Light Company, shall give to the Railway Company Three Days Notice in Writing of their Desire to execute any such Works which may interfere with the said Railway or the Lands belonging to the said Railway Company, and that such Works shall be such as shall not obstruct or interfere with the free Use of the said Railway, and that the same be done at the sole Expence of the said *London* Gas Light Company, and under the Superintendence and subject to the Approval of the Engineers for the Time being of the said Railway Company.

Saving the Rights of the London Gas Light Company.

XIX. And be it enacted, That nothing herein contained shall extend or be construed to extend to alter, prejudice, injure, or affect any of the Rights, Powers, Privileges, or Authorities vested in the *London* Gas Light Company under or by virtue of a certain Act of Parliament made and passed in the Seventh Year of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act for incorporating the* London *Gas Light Company*.

Works affecting the Navigation of the River Thames to be approved by the Lord Mayor, &c.

XX. Provided always, and be it enacted, That the Plan of the Works by this Act authorized to be done and performed, so far as any such Works may affect or be connected with the Navigation of the River *Thames*, shall be approved by the Lord Mayor, Aldermen, and Commons of the City of *London*, in Council assembled, or the Lord Mayor of the said City, for the Time being, as Conservator of the said River, previously to the Execution of such Works, and that the said Works shall be performed to the Satisfaction of the Clerk of the Works of the *Thames* Navigation for the Time being.

Works below High-water Mark not to be executed without the Consent of the Admiralty.

XXI. And be it enacted, That it shall not be lawful for the said Companies, or any or either of them, to construct, below High-water Mark at ordinary Spring Tides, any Work hereby or otherwise authorized to be made, without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of the Lord High Admiral aforesaid,

aforesaid, for the Time being, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only according to such Plan and under such Restrictions and Regulations as the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, may approve of, such Approval being signified as last aforesaid; and where any such Work shall have been constructed it shall not be lawful for the said Companies, or any or either of them, 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 Work shall be commenced or completed contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the *London and Birmingham* Railway Company and the *Great Western* Railway Company, and the Amount thereof shall be a Debt due to the Crown, and be recoverable accordingly.

For the Protection of the Grand Junction Canal.

XXII. And whereas the said Railway is intended to be carried over the *Grand Junction* Canal in the Parish of *Fulham* in the County of *Middlesex*, and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said Canal, or to the free Navigation thereof; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said *Grand Junction* Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or Towing Path thereto, or any Part thereof, or to divert any of the Waters therein, or which supply the said Canal, or to injure any of the Works of the said Canal; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway delineated in the Map or Plan in the said Railway deposited with the Clerk of the Peace for the County of *Middlesex*, by which Deviation any of the Locks, Lock Houses, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works belonging to the said *Grand Junction* Canal Company, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said *Grand Junction* Canal Company, in Writing under their Common Seal, first had and obtained.

Directing Mode of erecting the Bridge over the Grand Junction Canal.

XXIII. And be it enacted, That in carrying the said Railway over the said *Grand Junction* Canal the said Railway Company shall, and they are hereby required, at their own Expence, and to the reasonable Satisfaction of the Engineer for the Time being of the said Canal Company, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Bridge over the said Canal and the Towing Path thereto, with proper Approaches to such Bridge; and the Soffit of such Bridge shall be at least Ten Feet above the Top-water Level of the said Canal, at the Centre of the Waterway, and no Part of the Arch over the Towing Path shall be less than Eight Feet above the said Top-

water Level of the said Canal; and such Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening of not less than Twenty-one Feet for the Waterway in the Middle or deep Part of the said Canal, and Nine Feet for the Towing Path under the said Bridge; and the said Railway Company shall, and they are hereby required, during the Progress of constructing such Bridge over the said *Grand Junction* Canal, and of the necessary Repairs or Renewal thereof, from Time to Time and at all Times, to leave an open and uninterrupted navigable Waterway in the said Canal, of not less than Sixteen Feet in Width, during the Time of constructing and putting in the Foundation Walls of the Abutments of the said Bridge, and of each of the new Towing Paths along the same, up to One Foot above the Top-water Level of the said Canal, and which Time for constructing the said Waterway shall not exceed Thirty Days, nor shall less than Twenty-one Feet for the said Waterway, and Nine Feet for the said Towing Path, be left during the Remainder of the Period of constructing, repairing, or renewing such Bridge; and that the present Towing Path shall remain undisturbed until the new Towing Path Wall shall be erected, and the Ground made good, and properly gravelled and opened for free Passage of Horses under such Bridge: Provided always, that if the said Canal Company shall at any Time hereafter think fit to make a Second Towing Path on the opposite Side of the Canal to the present Towing Path, then and in such Case the said Railway Company shall and they are hereby required, at their own Expence, to make and maintain an additional Arch or Opening under their Embankment for such Second Towing Path, of the Width of Nine Feet, and of the Height of Eight Feet.

In case of Obstruction to the Grand Junction Canal, Company to pay the Damage.

XXIV. And be it enacted, That if by reason of any Accident, or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of the said Bridge over the said *Grand Junction* Canal, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, it shall happen that the Main Line of the said Canal, or the Towing Path thereof, shall be so obstructed that Boats or other Vessels navigating or using the said Canal shall be impeded in their Passage, or shall not be able to pass along the same, or in case the navigable Waterway and Towing Paths herein-before required to be preserved during the Progress of the Work shall at any Time be contracted to a less Width than herein is prescribed, then and in such Case the said Railway Company shall pay to the said *Grand Junction* Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Impediment shall continue, and so in proportion for any less Time than an Hour: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or Persons employed by the said Railway Company, the said Railway Company shall pay to the said *Grand Junction* Canal Company the Sum of Thirty Pounds for every Hour during which the Obstruction shall continne, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made

on the Secretary or any of the Directors of the said Railway Company, the said *Grand Junction* Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and in case the Bridge to be erected for the said Railway over the said *Grand Junction* Canal, or the Towing Path Wall under the said Bridge, or the several Approaches, Side Slopes, or Banks of the said Railway next to the said Canal, or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said *Grand Junction* Canal Company to do the needful Repair, and to recover the Amount of the Expences from the said Railway Company, by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said *Grand Junction* Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company, in respect of which the said Penalties are imposed beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on Account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the *Grand Junction* Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company, and no Action shall be maintainable for the said *Grand Junction* Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties after any Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

Works connected with the River Thames to be executed to the Satisfaction of the Commissioners of Woods and the Corporation of London.

XXV. And whereas the Queen's most Excellent Majesty, in right of Her Crown, is or claims to be seised of the Ground or Soil and Bed of the River *Thames* and the Shores thereof, so far as the Tide flows and reflows in the same River; and the Mayor, Commonalty, and Citizens of the City of *London* are Bailiffs and Conservators of the same River, and claim also to be entitled by Prescription, or under Grants from the Crown, or Acts of Parliament, or otherwise, to so much of the Ground and Soil and Bed of the said River and the Shores thereof as lie within the Limits and Bounds of their Jurisdiction as Conservators; and a Suit has been instituted by Her Majesty's Attorney General, on behalf of Her Majesty, against the said Mayor, Commonalty, and Citizens, for the Purpose of ascertaining and determining the Rights of Her Majesty, and of the said Mayor, Commonalty, and Citizens respectively, and such Suit

is

is still pending; be it therefore enacted, That all Works to be done and performed by virtue of this Act, or the Acts herein recited or referred to, so far as any such Works are connected with the River *Thames*, or are intended to be constructed upon any Part of the Bed or Shores of the said River within the Flux and Reflux of the Tide therein, shall be executed according to the Plan hereinbefore referred to, or such other Plan only as shall from Time to Time be approved of by the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, on behalf of Her Majesty, and by the Lord Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, previously to the Execution of such Works; and every Plan which shall be approved of as aforesaid shall be deposited in the Office of the said Commissioners, and a Duplicate thereof shall be deposited in the Office of the Town Clerk of the City of *London*; and no Deviation from such Plan, or Alteration of Design shown therein, shall be made or suffered by the Company without the Consent of the said Commissioners, and of the said Mayor, Aldermen, and Commons of the City of *London*, to be signified in Writing under the Hands of the said Commissioners or some Two of them, and of the Town Clerk of the City of *London* respectively; and all such Works as aforesaid shall be executed to the Satisfaction of the said Commissioners, and of the Clerk of the Works of the *Thames* Navigation for the Time being.

Compensation for Shore of the Thames to be settled by Agreement.

XXVI. And be it enacted, That previously to the Commencement of any such Works as aforesaid the Company shall pay into the Bank of *England*, in the Manner prescribed by any Act for the Time being in force for regulating Monies paid into the Court of Chancery, such Price or Consideration in Money for any Portion of the Bed or Shores of the River *Thames* which shall from Time to Time be required and authorized to be taken or used for the Purposes of this Act, as shall be agreed between the Company on the one Part, and the said Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, and the said Mayor, Aldermen, and Commons of the City of *London*, on the other Part, to be the Value thereof to the said Company; and in case the Parties shall differ in opinion with regard to such Price or Compensation, the same may be fixed and determined in the Manner prescribed by "The Lands Clauses Consolidation Act, 1845:" Provided nevertheless, that all Costs, Charges, and Expences incurred or to be incurred by or on behalf of the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, in ascertaining and fixing the Amount of such Price or Compensation, howsoever or by whomsoever settled, and in making or perfecting any Conveyance of the Soil or Rights of the Crown to the said Company, and all other Costs and Expences of the said Commissioners incident to the Premises, or in any way connected therewith, as well before as after the passing of this Act, shall be wholly borne and paid by the Company.

Compensation Money to be paid into the

XXVII. And be it enacted, That the Price or Consideration in Money so to be agreed or ascertained as aforesaid shall from Time to Time be paid by the Company into the Bank of *England* in the Name

Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there in trust in the Cause, "The Attorney General against the Corporation of *London*," and subject to the Orders of the said Court in the said Cause; and the same Monies, or the Stocks, Funds, or Securities to be purchased therewith, shall remain so deposited, to await the Determination of the Right of Ownership of the Portions of the Bed and Shores of the said River for which such Price or Consideration shall have been paid; and until the same Monies, Stocks, Funds, and Securities shall, by some Order to be made in the said Cause, be directed to be paid or transferred to the said Commissioners of Her Majesty's Woods, on behalf of Her Majesty, or to the said Mayor, Aldermen, and Commons of the City of *London*; and in the meantime, and until such Determination and Order as aforesaid, the said Monies shall be laid out and invested by the said Accountant General in the Purchase of Consolidated Three Pounds *per Centum* Annuities in his Name, in trust in the said Cause; and the Interest, Dividends, and annual Proceeds of the Annuities so to be purchased, and of all Annuities to be hereafter purchased, with Interest, shall in like Manner be laid out and invested by the said Accountant General in trust as aforesaid, and form an accumulating Fund, to be ultimately transferred as the said Court shall direct.

Bank to await Determination of Title.

XXVIII. And whereas the Line of the said Railway as laid down on the said Plan passes near to a Dwelling House and Garden Ground belonging to *John Powell Powell* Esquire, and on Lease to the Representatives of the late *John Robert Pearce*, in the Parish of *Fulham* in the County of *Middlesex*, and it is apprehended that the Construction of the said Railway may render the said Dwelling House unfit for Residence; be it therefore enacted, That if the Owners and Lessees for the Time being of the said Property shall within Twelve Months after the passing of this Act concur in requiring the said Companies to purchase the said Dwelling House and Garden Ground, then and in such Case the said Companies shall and they are hereby required to purchase the same, at such Price as, in case of Difference between the Parties, may be settled by Arbitration in the Manner provided by the Lands Clauses Consolidation Act, 1845, with reference to the Purchase of Land for the Purposes therein referred to: Provided always, that in the Construction of the said Railway the said Companies shall not deviate from the Line of the said Railway so as to carry the same nearer to the said Dwelling House and Garden than the same is delineated by the said Plans, without the Consent of the Owner and Occupier thereof for the Time being for that Purpose first had and obtained.

Companies to purchase certain Lands, if required so to do within Six Months.

XXIX. And be it enacted, That the Tolls which the said *London and Birmingham* Railway Company or the said *Great Western* Railway Company may demand and receive in respect of the said Railway hereby authorized to be made by them shall not exceed the Tolls authorized to be taken on the said *West London* Railway by the first-recited Act relating thereto.

Tolls.

Maximum Charges for Passengers and Goods.

XXX. And be it enacted, That the maximum Charges to be made by the said Companies, or either of them, in respect of the Conveyance of any Passengers, Animals, or Goods on the *West London* Railway, or on the Extension thereof, or new Lines by this Act authorized, or any Part thereof, shall not exceed the following:

For every Passenger conveyed in a First-class Carriage, the Sum of One Shilling:

For every Passenger conveyed in a Second-class Carriage, the Sum of Eight-pence:

For every Passenger conveyed in a Third-class Carriage, the Sum of Four-pence:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, not exceeding Two Shillings:

For every Ox, Cow, Bull, or Neat Cattle, not exceeding One Shilling:

For every Calf or Pig, Sheep, Lamb, or other small Animal, not exceeding Sixpence:

For all Dung, Compost, and all Sorts of Manure, Lime and Lime-stone, and all undressed Materials for the Repair of public Roads or Highways, *per* Ton not exceeding Sixpence:

For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandize, *per* Ton not exceeding One Shilling:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandize, Fish, Articles, Matters, or Things, *per* Ton not exceeding One Shilling and Sixpence:

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, not exceeding Four Shillings.

As to Settlement of Differences between the Companies or their Engineers.

XXXI. And be it enacted, That if the Engineers for the Time being of the said *London and Birmingham* and *Great Western* Railway Companies, cannot agree as to the Mode of Construction of the Works by this Act authorized, or any of them, or if the said Two Companies shall at any Time differ as to the Use or Management by them, or either of them, of the Railways and Works by this Act authorized, it shall be competent for either of the said Companies to apply to the Board of Trade to decide on such Mode of Construction, or as to such Use or Management, as the Case may be, or to appoint some competent Engineer to decide the Matters in difference; and the Award or Decision of the said Board, or of the Engineer who may be so appointed as aforesaid, in reference to such Matters, shall be final and conclusive, and if the said *London and Birmingham* and *Great*

Great Western Railway Companies shall at any Time differ as to the proportionate Expence of carrying the Works or any of them by this Act authorized into effect, to be provided for by them respectively, having reference to the special Advantages to be derived thereby, by either of the said Companies, such Difference shall be settled by Arbitration in the Manner provided for by the said Railways Clauses Consolidation Act, 1845.

Expences of Act.

XXXII. And be it enacted, That all the Costs, Charges, and Expences of passing this Act, or relating thereto, shall be paid by the *London and Birmingham* Railway Company and by the *Great Western* Railway Company in equal Moieties.

Saving the Rights of the Crown.

XXXIII. And be it enacted, That nothing contained in this Act, or in the Acts herein recited or referred to, shall be deemed or construed to extend, either directly or by Implication or otherwise, to prejudice or affect any Right of Property or Title belonging to Her Majesty, Her Heirs or Successors, in or to the Ground or Soil and Bed of the River *Thames* or the Shores thereof, or to authorize the Company to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of the Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forest, Land Revenues, Works, and Buildings, or some Two of them, first had and obtained for that Purpose, (and which Consent such Commissioners or any Two of them are hereby authorized and empowered to give,) or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Saving the Rights of the Corporation of London.

XXXIV. Provided always, and be it enacted, That nothing in this Act contained, and that nothing done under the said Act, shall prejudice any Right of Property or Claim of Title of the said Mayor, Aldermen, and Commons of the City of *London*, or prejudice or derogate from any of the Rights, Privileges, Franchises, Jurisdiction, or Authority of the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or the Lord Mayor for the Time being of the same City, or prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being, as Conservator of the River *Thames*, or in any other Right, did or might lawfully claim, use, or exercise.

Railway to be subject to the Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., and 7 & 8 Vict. c. 85.

XXXV. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway;* and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction*

struction of future Railways authorized or to be authorized by any Act of the present or succeeding Session of Parliament, and for other Purposes in relation to Railways; be it enacted, That nothing in this Act contained shall be held to exempt the said Railway, or the said *London and Birmingham* Railway Company, or the said *Great Western* Railway Company, from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railway and Companies respectively so far as the same shall be applicable thereto.

Railway to be subject to Provisions of any future general Act.

XXXVI. Provided always, and be it enacted, That nothing herein contained shall be deemed to exempt the said Railway from the Provisions of any general Act relating to this Act which may pass during the present or any future Session of Parliament, or from any Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Public Act.

XXXVII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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