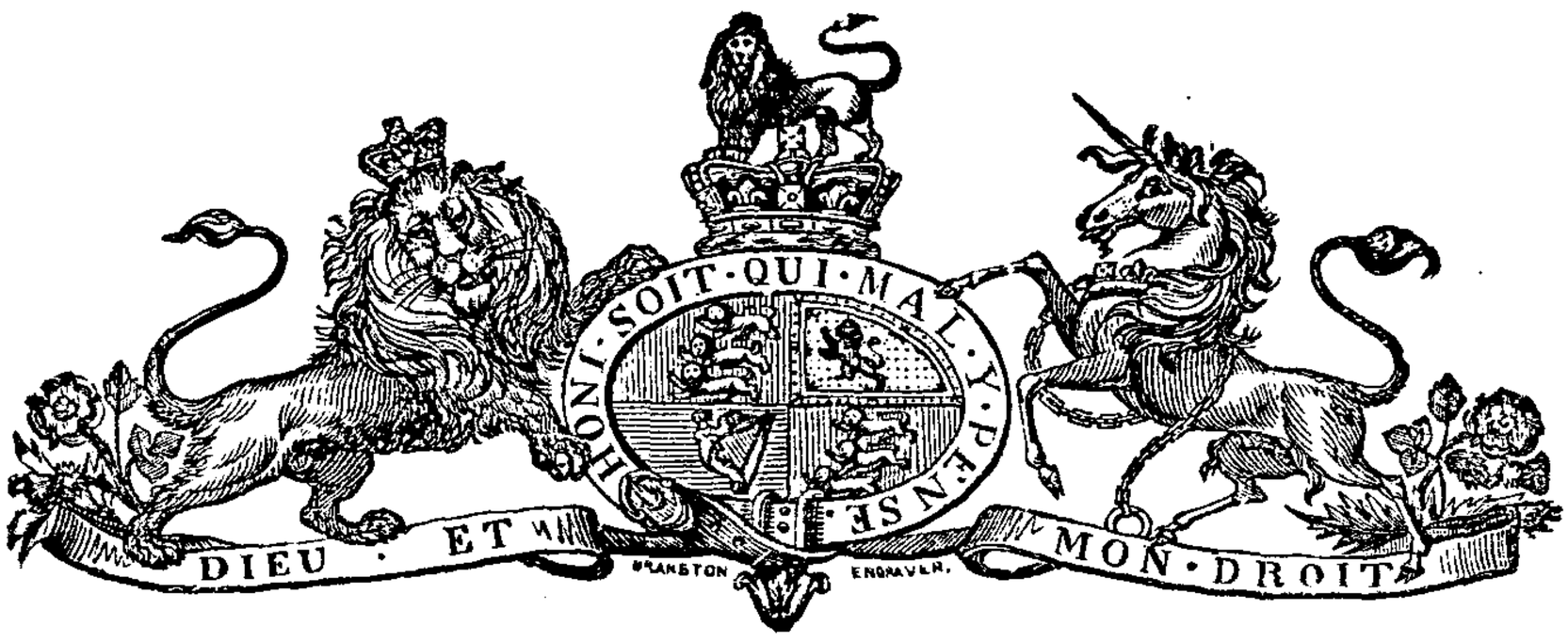


ANNO DECIMO & UNDECIMO

VICTORIÆ REGINÆ.

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to carry such Undertaking into execution, but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the "Companies Clauses Consolidation Act, 1845," the "Lands Clauses Consolidation Act, 1845," and the "Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act, save as to such Parts thereof as may be modified by or inconsistent with the Provisions of this Act.

8 & 9 Vict. cc. 16. 18. and 20. incorporated with this Act.

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal and other Instruments and Proceedings, it shall be sufficient to use the Expression "The *Windsor, Staines, and South-western* Railway Act (No. 1.), 1847."

Subscribers incorporated.

III. And be it enacted, That *Frederick Ashby*, *James Thomas Bedborough*, *James Brownall Boothby*, *William James Chaplin* M.P., Captain *Mark John Currie*, Sir *John Easthope* Bart., M. P., *John Lewis* Count *Eyre*, Lieutenant Colonel *George Henderson*, *Henry Charles Lacy*, Colonel *George Alexander Reid* M.P., the Honourable *Francis Scott* M.P., and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking hereby authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railways herein-before mentioned and herein-after more particularly defined, with proper Works and Conveniences belonging thereto, according to the Provisions of the Acts incorporated herewith and of this Act, and for other the Purposes herein and in the same Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Windsor, Staines, and South-western* (*Richmond* to *Windsor*) Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained.

Capital.

IV. And be it enacted, That the Capital of the said Company shall be Five hundred thousand Pounds.

Number and Amount of Shares.

V. And be it enacted, That the said Capital shall be divided into such a Number of Shares, and each such Share shall be of such a nominal Amount, not exceeding the Sum of Twenty Pounds, as the Directors of the Company shall fix and determine.

Such Number and Amount to be fixed within Six Months.

VI. And be it enacted, That the Directors of the Company are hereby required, within Six Calendar Months after the passing of this Act, to fix and determine the Number of such Shares, and the nominal Amount of each of them, and thereupon the said several Shares shall be duly numbered in regular Order of arithmetical Progression, and every such Share shall always be distinguished by the Number to be originally applied to the same.

VII. And

Calls.

VII. And be it enacted, That Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company hereby incorporated may make on the Shareholders, and Fifteen Pounds of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year on any Share, and One Month at the least shall be the Interval between successive Calls.

Interest not to be paid on Calls paid up.

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

Deposits for future Bills not to be paid out of Company's Capital.

IX. And be it enacted, That it shall not be lawful for the said Company, out of any Money by this Act, or any other Act relating to the said Railway Company, authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament now in force, or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway, or execute any other Work or Undertaking.

Power to borrow Money.

X. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sum not exceeding in the whole the Sum of One hundred and sixty-six thousand six hundred Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Five hundred thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Arrears to be enforced by Appointment of a Receiver.

XI. And be it enacted, That it shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver in the event of the Principal Money due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than One Tenth Part of the Money actually borrowed.

Number and Qualification of Directors.

XII. And be it enacted, That the Number of Directors of the Company hereby incorporated shall be Seventeen, and the Qualification of a Director, except the Directors to be nominated by the Directors of the *London and South-western* Railway Company as herein-

herein-after mentioned, shall be the Possession in his own Right of Fifty Shares in the Undertaking.

First Directors.

XIII. And be it enacted, That *James Brownall Boothby*, *William James Chaplin* M.P., *John Lewis* Count *Eyre*, *George Henderson*, *Henry Charles Lacy*, *William Reed*, the Honourable *Francis Scott* M.P., *Richard Edward Austen Townsend*, *Matthew Uzielli*, *Frederick Ashby*, *James Thomas Bedborough*, *William Chadwick*, *Mark John Currie*, *Charles Finch*, *Caleb Norris*, *Apsley Pellatt*, and *George Alexander Reid* M.P. shall be the first Directors, of whom the said *James Brownall Boothby*, *William James Chaplin* M.P., *John Lewis* Count *Eyre*, *George Henderson*, *Henry Charles Lacy*, *William Reed*, the Honourable *Francis Scott* M.P., *Richard Edward Austen Townsend*, and *Matthew Uzielli* shall be considered Nominees of the *London and South-western* Railway Company.

Quorum.

XIV. And be it enacted, That the Quorum of a Meeting of Directors shall be Five.

Committee of Directors.

XV. And be it enacted, That the Number of Directors of which Committees appointed by the Directors shall consist shall be not less than Three nor more than Five, and the Quorum of such Committee shall be Three.

Committees not to make Calls.

XVI. And be it enacted, That such Committees shall not be empowered to make Calls for Money on the Shareholders.

Remuneration of Directors and Auditors.

XVII. And be it enacted, That the Remuneration of the Directors and also of the Auditors to be appointed under the Provisions of "The Companies Clauses Consolidation Act, 1845," shall from Time to Time be fixed by a General Meeting of the Company hereby incorporated, and be paid out of the Funds of such Company.

Power to make Railways according to deposited Plans.

XVIII. And whereas Plans and Sections of the intended Railways showing the Lines and Levels thereof, and also Books of Reference thereto containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of the Lands through which the same are intended to pass, or which may be required to be taken for the Purposes of the Undertaking, have been deposited with the Clerk of the Peace for the County of *Middlesex*, with the Clerk of the Peace for the County of *Surrey*, with the Clerk of the Peace for the County of *Buckingham*, and with the Clerk of the Peace for the County of *Berks*; be it enacted, That, subject to the Provisions in this Act and the said Acts incorporated herewith contained, it shall be lawful for the Company hereby incorporated to make and maintain the said Railways in the Lines and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels described on the said Section, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

Main Line from Richmond to Windsor.

XIX. And be it enacted, That the Main Line of Railway from *Richmond* to *Windsor* shall commence in the Parish of *Richmond* in

in the County of *Surrey* by a Junction there with the *Richmond* Railway at the present Terminus of the said Railway, and shall terminate in the Parish of *Datchet* in the County of *Buckingham* in a certain Field distant One thousand one hundred Yards or thereabouts North-west of *Datchet Bridge* in the Counties of *Berks* and *Buckingham*.

Loop Line.

XX. And be it enacted, That the Loop Line of Railway shall commence in the Parish of *Barnes* in the said County of *Surrey* at the present *Barnes* Station of the said *Richmond* Railway, and terminate by a Junction with the said intended Main Line of Railway at a certain public Road in the said Parish of *Twickenham* leading from *Hounslow* to *Hanworth* in the said County of *Middlesex*.

Company not to deviate on certain Lands in the Parishes of Isleworth and Twickenham.

XXI. Provided always, and be it enacted, That in the Construction of that Portion of the said Loop Line of Railway by this Act authorized which is intended to be situate between a certain Inclosure numbered 127 in the Parish of *Iselworth* on the said Plans deposited as aforesaid and a certain other Inclosure numbered 129 in the Parish of *Twickenham* on the said Plans, it shall not be lawful for the Company to deviate from the Line of the Railway as represented by the continuous Black Line delineated upon the said Plans so as to bring the same nearer to the Mansion House of *Augustus Gostling* Esquire than the said Line as laid down on the said Plans; nor shall it be lawful for the said Company to deviate from the Levels of the Railway as referred to the common Datum Line described on the said Sections deposited as aforesaid by raising the Line of the said Railway higher than the Level thereof as shown on the said Sections in passing between the Points aforesaid: Provided also, that it shall not be lawful for the said Company to purchase any Lands of the said *Augustus Gostling*, except such as may be absolutely necessary for the Construction of the Line of the said Railway, without the previous Consent of the said *Augustus Gostling*, his Heirs or Assigns.

Company, if required, to erect a Foot Bridge over certain Portion of Railway, and also to make Two level Crossings.

XXII. And whereas it is intended that the Loop Line of the said Railway should be carried through Lands belonging to the said *Augustus Gostling* Esquire in the said Parishes of *Isleworth* and *Twickenham*, which Lands are attached to his Residence called *Whitton Place*; be it enacted, That the said Company shall at their Expence, if required by the said *Augustus Gostling*, make, erect, and maintain a Foot Bridge for the Convenience and Accommodation of the said *Augustus Gostling* and his Assigns over such Portion of the said Loop Line of Railway, at such Point within the Pieces of Land numbered respectively on the said deposited Plans 130 in the said Parish of *Isleworth*, and 142 in the said Parish of *Twickenham*, as the said *Augustus Gostling* or his Assigns shall fix upon and determine; and also that the said Company shall make and maintain Two level Crossings over the said Railway, one in the said Field numbered 130, and the other in the said Field numbered 142, for the Passage of Carts and Cattle, and for the general Convenience of the said *Augustus Gostling*, and his Tenants or Assigns.

As to Bridge over the Thames at Richmond.

XXIII. And whereas the said Company propose constructing a Bridge across the River *Thames* from or from near Her Majesty's said Deer Park at *Richmond* to the opposite Bank or Shore of the said River, and it is expedient that such Bridge and the Approaches thereto should be constructed according to Designs and Sections to be previously approved of by or on behalf of Her Majesty; be it enacted, That such last-mentioned Bridge and the Approaches thereto shall be made and constructed according to Designs and Sections to be previously 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, to be signified in Writing under Hands of the said Commissioners, or any Two of them.

As to Construction of such Bridge.

XXIV. And be it enacted, That the said Railway shall be carried across the River *Thames* at *Richmond* by a Bridge to be constructed with Three Arches, each of One hundred Feet Span.

As to Waterway beneath Bridge over Thames at Barnes.

XXV. And be it enacted, That the said Railway shall be carried across the River *Thames* at *Barnes* by a Bridge to be constructed with a Waterway beneath the Bridge increased in proportion as the River is larger at *Barnes* than at *Richmond*.

Light to be exhibited on Bridges over Thames.

XXVI. And be it enacted, That during the Construction of the said Bridges and Works connected therewith the said Company shall cause to be hung out or exhibited every Night from Sunset to Sunrise a Light to be kept burning by and at the Expence of the Company for the Navigation and safe Guidance of Vessels.

Bridges across the Thames approved by the Corporation of London.

XXVII. And be it enacted, That the Bridges to be erected for the Purpose of carrying the said Railway across the River *Thames* shall be constructed according to the Plan and upon the Sites which have been approved by the Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, a Copy of such Plan to be deposited in the Office of the Town Clerk of the City of *London*; and that the Works in the River *Thames* and adjoining thereto shall be done and performed to the Satisfaction of the Clerk of the Works of the *Thames* Navigation for the Time being; and that the clear Height from High Water, *Trinity* Standard, to the centre Point of each of the said Bridges shall not be less than Twenty-one Feet; and One of the Arches on the *Surrey* Side of each of the said Bridges shall include the Towing Path on the Bank of the said River with a sufficient Depth of Water for navigable Purposes; and the Foundations of the Piers and Abutments of the said Bridges shall be sufficient to allow of any future deepening of the said River to the Extent of at least Seven Feet; and that the Traffic on the said River *Thames* shall not be interrupted more than may be absolutely necessary in the Erection of the said Bridges and Performance of the said Works; and that the Plan of the Coffer Dams for the Piers of the said Bridges shall be approved by the said Mayor, Aldermen, and Commons, in Common Council assembled, before the same shall be carried into execution.

XXVIII. And

Company not to interfere with Bed of River, except as before mentioned.

XXVIII. And be it enacted, That nothing in this Act contained shall authorize or empower the said Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames* or the Shore thereof, except so far as is herein-before mentioned.

Sum to be invested before Bridges commenced.

XXIX. And be it enacted, That before either of the said Bridges shall be begun to be erected the said Company shall and they are hereby required to invest in the Three Pounds *per Centum* Consolidated Bank Annuities in the Names of *William James Chaplin*, *Matthew Uzielli*, and *John Johnson* Esquires, Alderman, and *Anthony Brown* Esquire, Chamberlain of the City of *London*, or the Survivors of them, the Sum of Five thousand Pounds, which Sum when so invested, together with all Interest and Dividends to accrue therefrom, (and which are hereby directed to be invested from Time to Time as they shall become payable in the said Fund in accumulation with the said Sum of Five thousand Pounds,) shall be and continue in trust for the Purposes herein-after directed concerning the same; and when and as soon as it shall appear to the Satisfaction of the said Trustees for the Time being, or the Majority of them, that the said Bridges and the Works connected therewith shall be so far erected, built, and made that the said Sum of Money so invested in the Three Pounds *per Centum* Consolidated Bank Annuities as herein-before directed, together with the Accumulations as aforesaid, will be sufficient to finish and complete the said Bridges and Works, then the said Trustees for the Time being shall and they are hereby authorized and required to transfer the same to the said Company, or as they shall direct to be applied for that Purpose; and in case the said Company shall not within Five Years from and after the passing of this Act complete the said Bridges and Works, then the said Sum of Five thousand Pounds, together with the Accumulations herein-before mentioned, shall be applied in removing such Parts or either of the said Bridges and Works as shall or may be then erected and left unfinished in such a Manner as they the said Trustees for the Time being, or the Majority of them, shall order and direct; or in case the said Company shall at any Time after the passing of this Act neglect or omit for the Space of Six Months in succession to proceed with or make reasonable Progress in erecting, building, and making either of the said Bridges and Works, it shall and may be lawful for the said Trustees for the Time being, or the Majority of them, if they shall in their Discretion think proper, forthwith to apply the said Trust Funds and Accumulations in removing such Part or Parts of the said Bridges or Works as shall have been erected, built, and made, and which shall have been so left unfinished, in the same Manner as if the aforesaid Term of Five Years had actually expired.

Saving the Rights of the Corporation of London.

XXX. Provided always, and be it enacted, That nothing in this Act contained shall extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or the Lord Mayor of the said City for the Time being, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at

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 otherwise, did or might lawfully claim, use, or exercise.

Confirming Agreement between the Crown and the Company.

XXXI. And whereas a certain Agreement in Writing bearing Date the Tenth Day of *May* One thousand eight hundred and forty-seven has been entered into between the Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings on behalf of Her Majesty of the one Part, and *William James Chaplin*, *Henry Charles Lacy*, and the Honourable *Francis Scott*, therein respectively described as Three of the Committee of Management duly authorized in that Behalf of a certain Undertaking or Joint Stock Company provisionally registered by the Name of "The *Windsor*, *Staines*, *and South-western* Railway Company," (and which said Company is established and incorporated by this Act,) of the other Part, specifying the Mode and Manner in which, and the Terms and Conditions upon and subject to which, the terminal Station of the said Line of Railway in the Parish of *Datchet* in the County of *Buckingham*, and the Modes of Access and Approach thereto from the Town and Castle of *Windsor*, shall be placed, erected, and constructed, and also relating to the Acquisition and Appropriation of Land for and adjoining to the said terminal Station at *Datchet*, and it is necessary and expedient that such Agreement should be ratified and confirmed by Parliament; be it enacted, That the said Agreement so made between the said Commissioners and the said *William James Chaplin*, *Henry Charles Lacy*, and the Honourable *Francis Scott* shall be and the same is hereby authorized, ratified, and confirmed, and the said Company, their Successors and Assigns, are hereby declared to be and shall be bound to abide by, fulfil, perform, and execute every Clause, Matter, and Thing in the said Agreement contained obligatory or purporting to be obligatory upon the managing Committee of the said Company as fully and effectually to all Intents and Purposes as if the said Company had been duly and legally incorporated previously to the Execution of the said Agreement, and being so incorporated had been Parties thereto in the Place and Stead of the said *William James Chaplin*, *Henry Charles Lacy*, and the Honourable *Francis Scott*, and the Common Seal of the said Company had been by or on behalf of the said Company, being so incorporated, duly and properly set and affixed to the said Agreement, and as if every Clause, Matter, and Thing obligatory or purporting to be obligatory upon the said Company or the managing Committee of the said Company had been herein fully and at length repeated and expressly enacted.

Power to enter into further Agreements with the Crown.

XXXII. And whereas it may become necessary that further Agreements in Writing should be entered into between the said Commissioners for the Time being on behalf of Her Majesty and the said Company; be it enacted, That it shall be lawful for the said Commissioners for the Time being, with the Consent and Approbation of the Lord High Treasurer or the Commissioners for executing the Office of Lord High Treasurer of the United Kingdom of *Great Britain* and *Ireland*, or any Three or more of them, and for the said Company, to enter into and execute any such Agreement, and that

any such Agreement when duly executed by the said Commissioners on behalf of Her Majesty, and by the said Company under the Authority of this Act, shall be binding and obligatory on the Parties thereto for the Purpose or Purposes which may in such Agreement be expressed.

As to the Intersection of the Old Deer Park at Richmond.

XXXIII. And whereas the said Company propose to acquire for the Purposes of the said Railway certain Portions of the Old Deer Park at or near *Richmond* in the County of *Surrey*, the Property of Her Majesty in right of Her Crown; be it enacted, That, notwithstanding any thing in this Act, or in the Plans, Sections, and Books of Reference herein referred to, contained to the contrary, the said Railway, and all Works, Matters, and Things connected therewith, shall be laid down and constructed within the Limits of Deviation through the said Park in such Line and according to such Plans and Sections as shall be previously approved of by the said Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings on behalf of Her Majesty, to be signified in Writing under the Hands of the said Commissioners, or any Two of them, for the Time being, and not otherwise.

Providing for Mode of Construction of Railway as affecting Crown Property at Richmond.

XXXIV. And be it enacted, That from the Point at which the said Railway shall enter Her Majesty's said Deer Park on the East to a Point Three hundred Yards Westwards of the *Middlesex* Shore of the said River *Thames* the Levels, Cuttings, Embankments, Slopes, Viaducts, Fences, and Communications of all Kinds, whether over or under the said Railway, shall be made and constructed according to Plans, Designs, and Sections to be previously approved by the said Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, and to the Satisfaction of the said Commissioners or their Engineers for the Time being, in all respects, and not otherwise; and no Alteration of Form, Design, or Elevation, and no Change in the Use and Appropriation, of the Slopes and spare Ground through any Lands of Her Majesty in right of Her Crown, or in the Designs or Elevation of the said intended Bridge at or near *Richmond*, shall at any Time hereafter be made or suffered by the said Company without the Consent in Writing of the said Commissioners, or some Two of them, first had and obtained for that Purpose.

Company to plant Slopes in Deer Park.

XXXV. And be it enacted, That the Slopes of the Cuttings and Embankments within Her Majesty's said Deer Park shall be ornamentally turfed and planted and for ever maintained at the Cost of the said Company, and to the Satisfaction of the said Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings in all respects.

No Station, &c. to be erected within a certain Distance of the Terminus of the Richmond Railway.

XXXVI. And be it enacted, That it shall not be lawful for the said Company, without the Consent in Writing of the said Commissioners for the Time being, to place or erect any Station or Depôt or Landing Place, or to take up or deposit any Passenger, Cattle, Goods, or any Merchandize of any Kind or Description whatsoever, within a Mile and a Half measured Westward from the Terminus of the present *Richmond* Railway in the New Road, nor to place or erect any Works or

or Buildings whatsoever on or near any Portion of the Line of the said Railway which shall in the Opinion of the said Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings be prejudicial to the Occupation or Enjoyment of any Property of Her Majesty in right of Her Crown, or which may cause Injury or Annoyance, or be in the Opinion of the said Commissioners for the Time being unsightly to the Owners or Occupiers of the Lands of Her Majesty in right of Her Crown.

Provisions for Costs.

XXXVII. And be it enacted, That the said Company shall pay to the said Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings all and every the Costs, Charges, and Expences incurred or to be incurred by or on behalf of the said Commissioners in relation to the said Railway, or any of the Works, Erections, Matters, or Things incident thereto or connected therewith, as well before as after the passing of this Act.

Saving Rights of the Crown.

XXXVIII. And be it enacted, That nothing contained in this Act, or in the Acts herein recited or referred to, shall extend 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 Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or any Two of them, first had and obtained for that Purpose, and which 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.

The Company to make a new Entrance to the Review Ground at Hounslow.

XXXIX. And whereas the said Main Line of Railway is proposed to be carried through the Review Ground or Drill Ground on *Hounslow Heath* belonging to Her Majesty's Cavalry Barracks near *Hounslow*, and in such a Course as to intersect such Ground and obstruct the present Entrance thereto from the *Hanworth* Road, and it is requisite for the Service of Her Majesty's Ordnance Department that there should be as convenient an Entrance as there now is to such Ground from such Road; be it enacted, That before the Company shall take any Part of such Ground so as to obstruct or interfere with such present Entrance thereto they shall at their own Expence purchase the several Pieces of Land numbered respectively 135, 136, 136 *a*, 136 *b*, 136 *c*, 136 *d*, and 136 *e*, in the Parish of *Twickenham*, in the Plans so deposited with the Clerk of the Peace for the County of *Middlesex*, and cause such several Pieces of Land numbered respectively 136 *a*, 136 *b*, 136 *c*, 136 *d*, and 136 *e*, and so much of each of such several Pieces of Land numbered respectively 135 and 136 as shall not be required for the Purposes of the Undertaking, to be respectively conveyed to the principal Officers of Her Majesty's Ordnance, to be vested in them and their Successors in Office for the Use and Service of Her Majesty's Ordnance Department.

And such Lodge and Fences as

XL. And be it enacted, That the Company shall at their own Expence remove all Buildings on the Land so conveyed, and throw the

the same Land into such Ground, and make on or over such Land such new Entrance into such Ground, with such Entrance Lodge, Gates, Posts, Rails, and Fences, and shall make such Fences on the Sides of the Railway so far as the same shall pass through such Ground, with such Gates and Conveniences for the Passage of Cattle, Horses, and Carriages for Agricultural and Military Purposes, from one Part to another of such Ground as have been or shall be respectively agreed on between the principal Officers of Her Majesty's Ordnance and the Company; and such Fences on the Sides of the Railway, with such last-mentioned Gates and Conveniences, shall be at all Times kept in repair to the Satisfaction of such principal Officers by and at the Expence of the Company; and such several Works and Conveniences shall be respectively executed under the Superintendence and to the Satisfaction of the Commanding Royal Engineer for the Time being of the *London* District.

the Board of Ordnance shall approve.

XLI. And be it enacted, That on such Conveyance to the said principal Officers of Her Majesty's Ordnance being made they shall convey to the Company such a Portion of the Land forming the present Entrance to the Review Ground as shall be equal in Quantity to that received from the Company; and the Company shall at their own Expence, and under the Superintendence and to the Satisfaction of such Person as the said principal Officers shall appoint, fence off the said Piece of Land from the other Part of the Review Ground, and it shall be lawful for the Company at any Time to sell the Ground so to be conveyed to them, or any Part thereof, as if the same had been purchased by them for extraordinary Purposes: Provided always, that it shall not be lawful for the said Company, or any other Owner or Owners of the said Piece of Land, to erect or build, or cause to be erected or built, any Steam Engine, or any Erection or Building for making Coke, or to be applied to any of the ordinary Purposes of a Manufactory, or any other Erection or Building which may be considered a Nuisance by the principal Officers of Her Majesty's Ordnance, without their Consent first had and obtained in Writing for that Purpose.

The principal Officers to convey Part of the Review Ground to the Company.

XLII. And whereas it is proposed to form a Junction between the said Loop Line and Main Line of Railway near the said Review or Drill Ground at the public Road leading from *Hounslow* to *Hanworth*, and which said Road is numbered on the said Plans deposited as aforesaid 134 *a* in the Parish of *Twickenham*; be it enacted, That the Point of Junction shall be on the South Side of the said Road; and, further, that, in addition to the ordinary Parapet Wall to the Bridge by which it is proposed to carry the said Road over the Railway, the Company shall, at the Request in Writing of the Master General of Her Majesty's Ordnance for the Time being, erect and maintain a Screen of such Height as may in his Opinion be necessary to guard as far as possible against Accident in consequence of Horses being frightened by the Sight of the Engines or Carriages travelling upon the said Railway.

Provision for the Junction of Loop Line, and Construction of Screen.

XLIII. And whereas it is desirable for the Service of Her Majesty's Ordnance Department that Accommodation should be afforded

Platform to be erected for Accommodation of

Troops near Review Ground.

afforded for the Conveyance of Her Majesty's Troops by the Railways hereby authorized to be made; be it enacted, That the Company shall, at the like Request of the Master General of Her Majesty's Ordnance for the Time being, erect a Platform at some convenient Point near the Southern Entrance of the said Review Ground for the taking up and setting down of such Troops as aforesaid.

No Station to be erected within Six hundred Yards of Review Ground.

XLIV. Provided always, and be it enacted, That it shall not be lawful for the said Company to erect any public Station within Six hundred Yards of the said Review Ground without the Consent of the principal Officers of Her Majesty's Ordnance first had and obtained in Writing for that Purpose.

Saving Rights of the Board of Ordnance.

XLV. Provided always, and be it enacted, That, except only so far as shall be necessary for enabling this Act to be carried into execution, this Act or any thing herein contained shall not in any way take away, diminish, prejudice, or alter any of the Rights, Powers, or Authorities vested in the principal Officers of Her Majesty's Ordnance.

Regulation as to Terminus in the Parish of Datchet.

XLVI. Provided always, and be it enacted, That it shall not be lawful for the said Company to make any Part of the said Railway, or place the Terminus of the said Line of Railway, in the Parish of *Datchet*, at any Point Westward or North-westward of the Fields in the said Parish of *Datchet* marked 71 and 72 on the said deposited Plans; and that it shall not be lawful for the said Company to take any Portion of the Field belonging to the Provost and College of *Eton* situate in the Parish of *Upton-cum-Chalvey* in the County of *Bucks*, and numbered 1 on the said Plan, without the Consent in Writing of the said Provost and College under their Corporate Seal first obtained for that Purpose.

Regulating the Crossing under the Metropolis Turnpike Roads.

XLVII. And whereas it is intended to carry the said Railways under the Turnpike Roads herein-after mentioned (being Turnpike Roads under the Care of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*); that is to say,

First, the Turnpike Road from the *Coach and Horses* on the Great Western Road, through *Sion Lane*, *Isleworth*, *Twickenham*, and *Teddington*, to the *Kingston* Road at or near to *Cole's Bridge*, Number 61 in the Parish of *Twickenham*:

Secondly, the Road from *London* to *Brentford*, near to *Kew Bridge*, Number 4 in the Parish of *Ealing*:

Thirdly, the Road called "*Boston Lane*" to *Brentford Butts*, Number 80 in the said Parish of *Ealing*, and Number 1 in the Township of *New Brentford*; and it is proposed to carry the said Roads over the said Railway by means of Bridges:

Be it therefore enacted, That it shall not be lawful for the said Company to raise the Level of the said Road Number 61 in the Parish of *Twickenham* in any Part thereof more than Thirteen Feet, nor of the said Road from *London* to *Brentford* Number 4 in *Ealing* more than Six Feet, nor of the said Road at *Boston Lane* Number 80 in *Ealing* and Number 1 in *New Brentford* more than Twelve Feet, or to raise any of the said Roads more than is shown in the Parliamentary Sections relating to the said Railways; and that as to the said Road Number 61

in the said Parish of *Twickenham*, the Inclination of the Approaches shall not be steeper in any Part than One Foot in Forty Feet on the South-western Approach, and One Foot in Fifty Feet on the North-eastern Approach; and that as to the said Road numbered 4 in the Parish of *Ealing*, the Inclination of the Western Approach shall not be steeper in any Part than One Foot in Fifty Feet, and the Eastern Approach shall be level; and that as to the said Road called "*Boston Lane*" to *Brentford Butts* numbered 80 in the said Parish of *Ealing*, and numbered 1 in the Township of *New Brentford*, the Inclination of the Approaches shall not be steeper in any Part than One Foot in Forty Feet; and that where the Inclinations are shown on the said Sections to be made more favourable, or less than the Rates of Inclination before mentioned, then and in every such Case it shall not be lawful for the said Company to make the same steeper than are shown on such Sections; and that each of the said Bridges shall have Parapet Walls on each Side thereof of not less than Eight Feet in Height from the Centre of the Roads over the said Bridges respectively; and that from the Ends of the said Two Parapet Walls of the said Bridges the said Company shall make Four close Oak Park Fences, each Eight Feet in Height, along the Sides of the said Road for a Distance of Fifty Yards; and that each of the said Bridges shall have between the Parapet Walls thereof respectively clear Widths of not less than the present Breadth of the Road and Footpath to be raised and carried by such Bridge over either of the said Railways, and that the upper Surface of the Centre of the Arch of each of the said Bridges shall not be less than Eighteen Inches below the Surface of the Road over such Bridge, and every Part thereof; and that so much of the Width between the Parapet Walls of each of the said Bridges 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 over each of the said Bridges, and shall lay down Curbstones at the Edge of such Footpaths, and shall form Water Channels between such Curbstones and the said Carriageway, and shall relay and make good any of the Drains of the said several Roads which may be interfered with; and that all such Works shall be done by and at the Expence of the said Company.

Regulating the Crossings over the Metropolis Turnpike Roads.

XLVIII. And whereas it is intended to carry the Loop Line of the said Railway by means of a Bridge or Viaduct over the Turnpike Road from *London* to *Hounslow* at *Smallberry Green* Number 72 in the Parish of *Isleworth* (being also one of the Roads under the Care of the said Commissioners); be it enacted, That it shall not be lawful for the said Company to reduce or vary the Width of the said Road, or of the Footpaths at the Side thereof, nor to lower the same Road or any Part thereof more than Eight Feet, and that the Inclination of the same to the West of the said Bridge shall not be steeper in any Part than One Foot in Sixty Feet, and that the said Road to the East of the said Bridge shall be on a Level, and that the said Bridge or Viaduct shall be of a clear Height above every Part of such Road, and the Footpaths on the Side thereof, of not less than Seventeen Feet from every Part of the said Road, and shall be of such a Span

as shall leave clear and untouched the whole of the present Width of the Road over which the same is carried, and that the said Bridge shall have Parapet Walls on each Side thereof of not less than Eight Feet in Height above the Surface of the said Railway, and that from the Ends of the said Two Parapet Walls of the said Bridge there shall be Four close Oak Screen Fences of such Length as shall be deemed satisfactory to the General Surveyor of the said Commissioners for the Time being, and such close Oak Screen Fences shall be carried to the same Height with the said Parapet Walls respectivcly, that is to say, Eight Feet above the Surface of the said Railway, and that the Width of the said Road and Footpaths so lowered as aforesaid so much shall be formed into a Carriageway as shall be required by the said General Surveyor, and that the said Company shall form raised Footpaths on each Side of the said Carriageway, and shall lay down Curbstones at the Edge of such Footpaths, and that the said Company shall relay any Drains of the said Road which may be interfered with, and complete such Carriageway and Footpaths, and preserve the Ditches, to the Satisfaction of the General Surveyor of the said Commissioners for the Time being, and that all such Works shall be done by and at the Expence of the said Company.

Metropolis Turnpike Road not to be crossed except as before mentioned.

XLIX. And be it enacted, That it shall not be lawful for the said Company to raise or lower the Level of any of the Turnpike Roads under the Care of the said Commissioners of the Metropolis Turnpike Roads North of the *Thames*, except such as are herein-before particularly mentioned, and except as herein-before is provided, nor to cross upon the Level any of the Turnpike Roads under the Care of the said Commissioners.

Only Half of the Roads to be interfered with at once.

L. And be it enacted, That in constructing the said Bridges and Works only one Half of the Surface of each of such Turnpike Roads and one Footpath shall be first interfered with, leaving the other Half of each of the said Turnpike Roads and one Footpath 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 of the said Turnpike Road and the Footpath first interfered with have 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 Roads and the other Footpaths respectively; 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 Roads shall be restored in the same Lines as the present Roads with no Deviations therefrom; and the said Roads over or under the said Bridges respectively, and the Footpaths and paved Channels thereof, 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.

LI. And

Works connected with such Crossings to be completed within Six Months from the Commencement.

LI. And be it enacted, That the said Company shall finish and complete to the Satisfaction of the said General Surveyor for the Time being of the said Bridges new Roads, 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 Roads respectively shall be first broken up or interfered with, or the Use of the said Roads by the Public in any way interrupted or made less convenient than heretofore.

General Surveyor may require temporary Roads to be substituted.

LII. And be it enacted, That it shall not be lawful for the said Company to commence any Work or Works in any way connected with the crossing of any of the Turnpike Roads under the Care of the said Commissioners of the Metropolis Turnpike Roads North of the *Thames* until Fourteen Days after the said Company shall have given Notice of their Intention to commence such Work or Works, and shall have delivered Plans and Drawings of the same to the General Surveyor for the Time being of the said Commissioners, and shall have explained in Writing to such General Surveyor in what Way it is proposed to carry on such Work or Works, and how far the carrying on of the same will interfere with the Safety and Convenience of the Passengers on the said Roads; and if the said General Surveyor shall thereupon require a sufficient Road to be made by the said Company instead of the Road interfered with, that then the said Company shall make and substitute such sufficient Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Road, and be liable to the same Penalties for failing to make or after Notice to maintain such substituted Road as is and are provided by "The Railways Clauses Consolidation Act, 1845," with respect to substituted Roads, and the Failure to make the same.

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

LIII. 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 over and under the said Turnpike Roads, or any or either of them, 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 Act 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 the General Surthe

LIV. Provided always, and be it enacted, That the said proposed new Roads, Bridges, Walls, Fences, Drains, and all other the Works aforesaid, and also all Repairs and Renewals of the said Bridges and Walls which shall hereafter be made by the said Company, shall be constructed and made and formed to the Satisfaction of the said General Surveyor for the Time being; and that the Plans and Designs for the said Bridges and the Works connected therewith (which shall respectively be as ornamental as shall be consistent with

veyor of the Commissioners.

the Nature and Situation of the Works), 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 Bridges and Works, or any of them, the said Company shall do or cause any Injury or Damage to the said Turnpike Roads, or any of them, 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, 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 said Commissioners of the Metropolis Roads 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 after Three Days Notice.

LV. Provided also, and be it further 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 Bridges, Walls, and Screens, or any of them, and if after Notices 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*.

Provision for the Protection of Syon Hill Park.

LVI. And whereas it is intended that the Loop Line of the said Railway shall pass through a Portion of *Syon Hill Park* in the Parish of *Isleworth* in the County of *Middlesex*, the Property of the Most Noble *Algernon* Duke of *Northumberland*, which is in Parts intersected by certain Culverts, Drains, Conduits, and Pipes of great Importance and Value to the said Duke for the Supply of Water to *Syon House*; be it enacted, That the Loop Line of the said Railway (so far as the same shall pass through the said Park) shall be constructed in such Manner, and with such Conveniences, and subject to such Restrictions, as shall be agreed on between the Company and the said Duke; and any Agreement already made between the said Duke and any Persons acting on behalf of the Company relating to

the Undertaking shall be as valid and effectual as if the same had been an Agreement made after the passing of this Act under the Common Seal of the said Company.

Provision for the Protection of the Duke of Devonshire's Estate at Chiswick.

LVII. And whereas it is intended that the said Loop Line of Railway shall pass through a Portion of an Estate in the Parish of *Chiswick* in the County of *Middlesex*, belonging to the Most Noble *William Spencer* Duke of *Devonshire*, numbered on the Plans deposited with the Clerk of the Peace for the said County from 1 *a* to 28 inclusive; be it enacted, That, except with the previous Consent in Writing of the said Duke, his Heirs or Assigns, the said Loop Line of Railway, so far as the same shall pass through the said Lands, shall not be deviated from the Line thereof as delineated on such deposited Plan.

Company to make a Passenger Station on the Estate of the Duke of Devonshire, &c.

LVIII. And be it enacted, That the Company shall make and maintain a Passenger Station on the East Side of and adjoining the Road numbered 25 in the said Parish of *Chiswick*, or at such other Point of the Line where it passes through the said Duke's said Estate as shall be mutually fixed upon by his Grace and the Company; and that the said Company shall not take more Land from the said Duke than is required for the said Line, Station, and Approach thereto, and that no Cottages, Inn, or other Buildings shall be erected on the said Land without the Consent in Writing of the said Duke.

Power to cross certain Roads on the Level.

LIX. And be it enacted, That in making the said Railways it shall be lawful for the Company to construct the same across and on the Level of the following Turnpike Roads and public Carriage Roads, numbered on the Plans herein-before referred to as follows, that is to say, 34 in the Parish of *Feltham*, 69 in the Parish of *Staines*, 33 and 45 in the Parish of *Datchet*, 4 in the Parish of *Barnes*, 25 in the Parish of *Chiswick*, and 68 in the Parish of *Ealing*.

Company to erect a Station or Lodge at Points of crossing, and to abide by Regulations of Commissioners of Railways as to Speed of Trains.

LX. And be it enacted, That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Points where the said Railway crosses the before-mentioned Roads on the Level, and the said Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Commissioners of Railways; and if the said Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Period within which Lands are

LXI. And be it enacted, That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not

to be purchased.

not be exercised after the Expiration of Three Years from the passing of this Act.

Lands for additional Stations, &c.

LXII. And be it enacted, That the Quantity of Land to be taken by the Company for extraordinary Purposes shall not exceed Seventy-five Acres.

Period for Completion of Railway, &c.

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

Tolls.

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

Tonnage on Articles of Merchandize.

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

Class 1.—For all Coals, Coke, Culm, Charcoal, and Cinders, Compost, Dung, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways, and all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone 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 *per* Mile not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Halfpenny:

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

Class 3.—For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandize, Fish, Articles, Matters, or Things, *per* Ton *per* Mile not exceeding Two-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny: and

Class 4.—For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than Two Tons, *per* Mile not exceeding Four-pence; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and if propelled by an Engine belonging

belonging to the Company a further Sum *per* Mile not exceeding One Penny; and the Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum not exceeding One Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons; and if propelled by an Engine belonging to the Company, a further Sum not exceeding One Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons.

Tolls for Animals, &c.

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

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

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

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

Tolls for Passengers.

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

For any Person conveyed in or upon any such Carriage, *per* Mile not exceeding Two-pence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing; and if propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing.

Regulations as to the Tolls.

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

For Articles or Persons conveyed on the Railways for a less Distance than Six Miles the Company may demand Tolls and Charges as for Six Miles:

For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls and Charges as for One Mile:

For

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

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

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

Tolls for small Parcels and great Weights.

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

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

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

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

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

And for Parcels exceeding Fifty-six Pounds in Weight the Company may demand any Sum which they think fit:

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

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons, but shall not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence *per* Ton *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding Four-pence; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding Three-pence:

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

Passengers Luggage.

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

Maximum Charges for Goods and Animals,

LXVIII. And be it enacted, That the maximum Rates of Charge to be made by the Company, including the Tolls for the Use of the Railways, and of Carriages, and for locomotive Power, and every other Expence

Expence incidental to such Conveyance (except the loading and unloading of Goods, when such Service is performed by the Company), shall not exceed the Amounts mentioned in the following Table; (that is to say,)

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

For the Matters mentioned under Class 2, not exceeding Two-pence Halfpenny *per* Ton *per* Mile:

For the Matters mentioned under Class 3, not exceeding Three-pence Halfpenny *per* Ton *per* Mile:

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

For every thing mentioned under Class 5, not exceeding Four-pence *per* Mile:

For every thing mentioned under Class 6, not exceeding Two-pence *per* Mile:

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

Maximum Rates of Charges for Passengers.

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

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

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

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

Foregoing Charges not to apply to Special Trains.

LXX. Provided always, and be it enacted, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special or Extra Train that may be required to be run upon the said Railways, but shall apply only to the ordinary Trains appointed or to be appointed from Time to Time by the said Company for the Conveyance of Passengers and Goods upon the said Railways.

Company may take increased Charges by Agreement.

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

Power to London and South-western Company

LXXII. And whereas the *London and South-western* Railway Company are willing to subscribe towards the Undertaking hereby authorized; be it therefore enacted, That it shall be lawful for the said

to subscribe towards the Undertaking;

said *London and South-western* Railway Company to subscribe towards and become Shareholders in the said Undertaking to any Extent not exceeding Three hundred and twenty-five thousand Pounds.

and for that Purpose to raise requisite Funds.

LXXIII. And be it enacted, That for such Purpose it shall be lawful for the said *London and South-western* Railway Company to raise all or any Part of the Money authorized to be subscribed by them as aforesaid by the Creation of new Shares or Stock in the Undertaking of the said *London and South-western* Railway of such Amount, and, except as herein-after mentioned, under such Conditions, and particularly as to the Dividends thereon whether the same shall be fixed or rateable, and as to the Rights of voting and other Privileges to be conferred on the Holders of such Shares or Stock, as the said *London and South-western* Railway Company at any Special General Meeting of the Proprietors thereof respectively to be convened for the Purpose shall determine, or it shall be lawful for the said *London and South-western* Railway Company, if they think fit, to raise the Sums agreed to be subscribed by them, or any Portion thereof, by Mortgage of their Undertaking, in like Manner and under and subject to the same Provisions as the same Company by all or any of the Acts relating to their Undertaking is authorized to raise Money by Mortgage on the Credit thereof: Provided always, that the same Company shall not raise such Sum so agreed to be subscribed by them, or any Portion thereof, by Mortgage, until the whole of their Capital for the Time being shall have been subscribed for, and One Half thereof paid up, and that the same Company shall not by such Means increase the Amount which may be owing at any one Time on Mortgage of their said Undertaking beyond the Proportion of One Third of their then existing Capital.

Subscribing Company may appoint some Person to vote.

LXXIV. And be it enacted, That it shall be lawful for the said *London and South-western* Railway Company from Time to Time to nominate and appoint some One Person (whether a Shareholder or not in the Company hereby incorporated) under the Seal of the said *London and South-western* Railway Company, or under the Hand of the Chairman for the Time being of the Directors of such Company, to vote on their Behalf at any Meeting of the Company hereby incorporated, and such Person so appointed shall have the same Right of voting at such Meeting as the Company by whom he may have been appointed (except as herein-after mentioned).

Directors to be appointed by London and South-western Railway Company.

LXXV. And be it enacted, That at the first Ordinary Meeting in every Year the Directors of the said *London and South-western* Railway Company shall be entitled to nominate from amongst the Shareholders in such Company, whether or not being Shareholders in the Company hereby incorporated, Nine Directors, and from Time to Time to remove any such Directors, and to appoint others in the Stead of any such Directors who may die or resign their Office, or be removed, or become incapable of acting, or disqualified by ceasing to be a Shareholder of the said *London and South-western* Railway Company; and such of the Directors of the Company hereby incorporated as shall for the Time being be Nominees of the said *London and South-western* Railway Company, including the Persons herein-

before mentioned as such Nominees, shall retire from Office at the first Ordinary Meeting of the Company hereby incorporated in every Year, and the Directors so retiring shall be re-eligible forthwith or in any subsequent Year, and in all other respects such Directors shall have the same Powers, and be subject to the same Provisions and Regulations, as the other Directors of the Company hereby incorporated: Provided always, that in case the Directors of the said *London and South-western* Railway Company shall, at the first Ordinary Meeting in any Year, omit to nominate a Director or Directors in the Place of any Director or Directors theretofore nominated by them, and whose Place the Directors of such Company shall be entitled to fill by a fresh Nomination as aforesaid, the Director or Directors whose Place shall be so omitted to be filled by a fresh Nomination shall remain in Office as if he or they had been duly nominated to Office at such Meeting.

Evidence of Appointment or Removal of Directors of the London and South-western Railway Company.

LXXVI. And be it enacted, That any Nomination or Removal of such Director or Directors as aforesaid, authenticated by the Common Seal of the said *London and South-western* Railway Company, or by the Signature of the Chairman for the Time being of the Directors of such Company, shall, after the Deposit of such Nomination or Removal so authenticated with the Secretary of the Company hereby incorporated, be and be considered as conclusive Proof of such Nomination or Removal: Provided always, that if at any Time or Times there shall happen to be a Failure, either total or partial, in the Number of Directors which the said *London and South-western* Railway Company shall be entitled to nominate as aforesaid, the remaining other Directors shall, until such Failure shall be remedied, be competent to act as if no such Failure had happened.

London and South-western Company not to interfere in Election of Directors.

LXXVII. And be it enacted, That the *London and South-western* Railway Company shall not be entitled to vote in or otherwise influence the Election of any Director other than the Directors which the said Company are by this Act authorized to nominate as aforesaid.

Power to sell Railway.

LXXVIII. And be it enacted, That, subject to the Provision hereinafter contained, it shall be lawful for the Company hereby incorporated, by and with the Authority and Approbation of Three Fifths in Value of the Proprietors present, either personally or by Proxy, at some Extraordinary General Meeting of the same Company specially convened for the Purpose, to sell and transfer to the said *London and South-western* Railway Company, and for the said *London and South-western* Railway Company, by and with a like Authority on the Part of the Proprietors in the said last-mentioned Company, to purchase, the Undertaking by this Act authorized, or any Share or Interest therein, or any Portion or Portions thereof, whether before or after the Completion thereof, but subject to any Mortgages, Contracts, Agreements, or Liabilities affecting the same; and on the Completion of such Purchase (of which Completion a Transfer or Conveyance duly stamped for denoting the Payment of the full and proper Stamp Duty by Law payable in respect of the Purchase Money or other Consideration, and under the respective Corporate Seals of the Company

pany hereby incorporated and the Company purchasing the said Undertaking, shall be sufficient Evidence,) the Company so purchasing the same may have and hold the said Undertaking, or the Share therein or Portion thereof purchased by them, and use, exercise, and enjoy, or participate in the Use, Exercise, and Enjoyment of all the Rights, Powers, and Privileges conferred by this Act on the Company hereby incorporated, and for such Purpose it shall be lawful for the said *London and South-western* Railway Company, if they see fit, by and with such Authority as aforesaid, to create such an additional Number of Shares upon such Conditions as are herein-after in that Behalf mentioned, and to borrow such Sum of Money as may be necessary for completing such Purchase, or for constructing and working the said Railways, provided the Amount to be raised by such additional Shares shall not exceed the Amount of Capital by this Act authorized to be raised for the Purposes of the said Undertaking, and that the Money so to be borrowed shall not exceed One Third of the Amount of such Capital, and that no Money whatever shall be borrowed until One Half the Money to be raised by Shares shall have been actually paid up: Provided always, that in the event of any Portion of the Undertaking by this Act authorized being purchased by the said *London and South-western* Railway Company, then from and after the Completion of such Purchase all the Powers and Authorities granted by this Act may be exercised, so far as they are applicable, by the Company to whom such Portion shall have been sold, and the Corporate Seal of the said Company be used when necessary in reference thereto, in like Manner as though such Railway Company had been originally authorized to carry the same into effect in lieu of the Company hereby incorporated; and in the event of the whole of the Undertaking by this Act authorized being purchased by the said *London and South-western* Railway Company, then from and after the Completion of such Purchase the Company by this Act incorporated shall be dissolved and cease to exist, save and except as to the Distribution and Division of the Purchase Money amongst the Parties entitled thereto, and the general Settlement of the Affairs of the Company by this Act incorporated.

Interest not to be paid on Calls paid up.

LXXIX. And be it enacted, That it shall not be lawful for the said *London and South-western* Railway Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in the Companies Clauses Consolidation Act, 1845, in that Behalf contained.

Power to lease the Railway.

LXXX. And be it enacted, That, subject to the Provision next herein-after contained, it shall be lawful for the Company hereby incorporated, with the Authority and Approbation of Three Fifths in Value

Value of the Proprietors present, either personally or by Proxy, at some Extraordinary General Meeting of the Company specially convened for the Purpose, from Time to Time to demise or lease for such Consideration or annual Rent or Reservations, and under and subject to such Clauses, Powers, Provisions, and Conditions, as they shall think proper, the Undertaking by this Act authorized to be made, whether before or after the Completion thereof, or any Share or Interest therein, or any Portion or Portions thereof, unto the said *London and South-western* Railway Company for any Term which shall be agreed upon, and the said *London and South-western* Railway Company is and are hereby authorized, if they think proper, with the like Authority and Approbation on the Part of their Proprietors, to enter into and accept any such Lease or Leases; and such Lease or Leases shall entitle the Lessees to the free Use and Enjoyment of the said Railways and Works connected therewith, or such Share or Interest therein, or such Portion or Portions thereof, as may be included in such Lease or Leases respectively; and during the Continuance of any such Lease or Leases all the Powers, Privileges, and Authorities granted to, or which are or might be held, used, exercised, and enjoyed by, the Company by this Act incorporated, or the Directors thereof, or their Officers, Agents, or Servants, under or by virtue of this Act, shall in like Manner and to the same Extent in all respects apply to, and be held, used, exercised, and enjoyed by, the Lessees, and their Directors, Officers, Agents, and Servants, under the same Regulations and Restrictions as are granted or imposed by this Act upon the Company hereby incorporated.

Power of Sale or Lease not to be exercised without Certificate of Commissioners of Railways.

LXXXI. Provided always, and be it enacted, That it shall not be lawful for the Company hereby incorporated by virtue of the Powers herein-before contained to sell, demise, or lease, nor for the said *London and South-western* Railway Company to enter into or accept, such Lease of the Railway hereby authorized to be made, unless it shall have been proved to the Satisfaction of the Commissioners of Railways, and certified by them under their Seal, previously to the Completion of such Sale or the Execution of such Lease, as the Case may be, that One Half of the whole Amount of the Capital (exclusive of Loans) by the Act or Acts relating to each of the said Companies authorized to be raised has been actually paid up, and expended for the Purposes authorized by such Act or Acts respectively.

Power to enter in Contracts with the London and South-western Railway Company.

LXXXII. And be it enacted, That it shall be lawful for the Company hereby incorporated, and for the said *London and South-western* Railway Company, to make and enter into Contracts or Agreements for effecting the Purposes aforesaid, and for constructing, working, and using the said Railways, or any Part or Parts thereof respectively, or for the Maintenance and Repair thereof, or any Part or Parts thereof respectively, as they the said Companies may respectively deem advisable; and every such Contract or Agreement may contain such Covenants, Clauses, Powers, Provisions, and Conditions as may be mutually agreed on between the said Companies.

Saving Rights of the Grand Junction Canal Company.

LXXXIII. And whereas the said Railway is intended to be carried over the *Grand Junction* Canal in the Parishes of *New Brentford* and *Isleworth* in the County of *Middlesex*, and it is expedient to provide

vide 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 obstruct the Navigation of the said Canal, 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 of the said Railway deposited with the Clerk of the Peace for the County of *Middlesex*, by which Deviation any of the Wharfs, Warehouses, 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 the Mode of constructing Bridge over the Grand Junction Canal.

LXXXIV. 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 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, or in such Place as should be directed by the Engineer or Surveyor for the Time being of the said Canal Company, and Nine Feet for the Towing Path under such 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, or Renewal or Repairs thereof, and of the new Towing Path 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 open for the free Passage of Horses under such Bridge.

LXXXV. And

In case of Obstruction to the Grand Junction Canal.

LXXXV. 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 Path 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 continue 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 Walls 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 an 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

Railway Company; and no Action shall be maintainable by 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.

Saving the Rights of the Commissioners of Sewers for Middlesex or Surrey.

LXXXVI. Provided always, and be it enacted and declared, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the County of *Middlesex*, or in the Commissioners of Sewers for the Limits extending from *East Moulsey* in the County of *Surrey* to *Ravensbourne* in the County of *Kent*, but all the Rights, Powers, and Authorities vested in such Commissioners respectively shall be as good, valid, and effectual as if this Act had not been passed.

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

LXXXVII. 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 Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament; and for other Purposes in relation to Railways;* and another Act passed in the last Session of Parliament, intituled *An Act for regulating the Gauge of Railways;* and another Act passed in the same Session, intituled *An Act for constituting Commissioners of Railways;* be it enacted, That nothing in this Act contained shall be held to exempt the said Railways or the said Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railways and Company so far as the same shall be applicable thereto.

Provision for future general Railway Act.

LXXXVIII. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions of any general Act relating to this Act, or of any general Act relating to Railways, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Public Act.

LXXXIX. 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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