

COLIN FIELD – APPENDICES TO PROOF OF EVIDENCE

**The Network Rail (Old Oak Common Great Western Mainline Track Access) Order**

*Appendices to Proof of Evidence*

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**CF1**





ANNO QUINTO & SEXTO

# GULIELMI IV. REGIS.

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## Cap. cvii.

An Act for making a Railway from *Bristol* to join the *London* and *Birmingham* Railway near *London*, to be called "The Great Western Railway," with Branches therefrom to the Towns of *Bradford* and *Trowbridge* in the County of *Wilts*.

[31st August 1835.]

**W**HEREAS the making a Railway from *Bristol* to join the *London* and *Birmingham* Railway near *London*, and also Branch Railways therefrom to *Trowbridge* and *Bradford* in the County of *Wilts*, would be of great public Advantage, not only by opening an additional, certain, and expeditious Communication between the Cities and Towns aforesaid and the several intermediate and adjacent Places, but also by improving the existing Communication between the Metropolis and the Western Districts of *England*, the South of *Ireland*, and *Wales*: And whereas the King's most Excellent Majesty in right of His Crown is entitled to certain Lands upon the Line of the proposed Railway: And whereas the several Persons herein-after named are willing at their own Expence to carry into execution the before-mentioned Undertaking; 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 King's most Excellent Majesty, by and with the

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Advice

Proprietors  
incorporated.

Advice and Consent of the Lords Spiritual and Temporal, and Commons, in Parliament assembled, and by the Authority of the same, That the Mayor, Burgesses, and Commonalty of the City of *Bristol*, the Master, Wardens, and Commonalty of Merchant Venturers of the City of *Bristol*, *Daniel Wade Acraman*, *Alfred John Acraman*, *John Acraman*, *James Agg*, *Samuel Arbouin*, *Miles Ariel*, *Jeremiah Barrett*, *Henry Charles Boisragon* Doctor of Medicine, *Thomas Billings*, *Robert Budgin*, *James Hinton Bowly*, *Devereux Bowly*, *Christopher Bowly*, *Henry Bowly*, *Thomas Byrch*, *Edward Bowly*, *Thomas Brown*, *David Bowly*, *William James Baillie*, *Joseph Bayley M. P.*, *Coulthurst Bateman*, *Crawshay Bailey*, *Richard Bright*, *John Beddoe*, *William Adair Bruce*, *John Christian Boode*, *Francis Bryant*, *William Bird Brodie M. P.*, *George Bengough*, *Charles E. Bernard the younger*, *John Bettington*, *Stephen Nicolson Barber*, *John Bird*, *James Maitland Baird*, *Thomas Francis Balderston*, *Charles Frederick Barnwell*, *William Borradaile*, *Charles Bourjot*, *Robert Barton*, *Henry Bush*, *Robert Bright*, *Thomas Bowman*, *Thomas Kington Bayly*, *Samuel Bryant*, *Thomas Coates*, *John Lees Casson*, *William Crozier*, *John Cargill*, *John Chadborn*, *William Crawshay*, *Thomas Charles*, *John Carne*, *Robert Eyre Purdon Coote*, *Robert Castle*, *John Cross*, *Thomas Cross*, *William Cross*, *Henry Cayley*, *George Abraham Craveley*, *William Chance*, *George Cooper*, *Gideon Colquhoun the younger*, *William Cater*, *Thomas Camplin*, *Michael Hinton Castle*, *John Cave*, *William Henry Castle*, *William Cross*, *William Hinton Castle*, *Charles Castle*, *William Comyn*, *Eleanor Drowley*, *Robert Daw*, *James Dunlop*, *Charles William Davy Clerk*, *Joseph Davies*, *George Daubeney*, *John Francis Duncan*, *John Drake*, *Robert Dickinson Clerk*, *Henry Dann*, *William Weaver Davies*, *Richard Darby*, *Thomas Daniel*, *Eric Erickson*, *John Edridge*, *Samuel Eyre*, *Thomas Grove Edwards*, *William English*, *Charles Elley*, *George Eaton*, *Joseph Eaton*, *William Edwards*, *Thomas Harvey Forrester*, *Gustavus Flindt*, *John Fielden*, *Anthony Frankland*, *Francis Fitzherbert*, *Randle Henry Fielden Clerk*, *George Crocker Fox*, *Alfred Fox*, *James Foster*, *John Fussell*, *Thomas Fridge*, *Ralph Fenwick*, *James Dingwall Fordyce*, *Stephen Flockton*, *Edward Herbert Fitzherbert*, *Thomas Friend*, *William Fray*, *James Fussell*, *Thomas Fussell*, *James Fripp*, *James Fox Doctor of Medicine*, *Robert Fowler*, *Richard Ferris*, *Joseph Storrs Fry*, *Edward Boteles Fripp*, *Charles Joseph Fox*, *Charles Boteles Fripp*, *Bevis Ellerby Green*, *Adolphus Goldschmidt*, *James Gæen*, *Thomas Garrard*, *John Gardner*, *Thomas Griffiths*, *Lewis Griffiths*, *Nathaniel Egerton Garrick*, *William Gregory*, *Josiah John Guest M. P.*, *Christopher George*, *Richard Lovell Gwatkin*, *Charles Greville*, *William Brereton Grime*, *Frederick William Green*, *George Henry Gibbs*, *Robert Frederick Gower*, *Riversdale William Grenfell*, *Robert Archibald Douglas Gresly*, *Joseph Menke Gerothwohl*, *John Gateway*, *Samuel Greathead*, *James Foster Groom*, *James Gardner*, *George Gordon*, *William Gibbs*, *George Gould*, *Thomas Richard Guppy*, *George Gibbs*, *James Adam Gordon*, *William Gilby*, *Henry Edmund Goodridge*, *Thomas Robert Guest*, *John Matthew Gutch*, *Robert Hopkins*, *Thomas Harris*, *Thomas Heathcock*, *William Hassell*, *Anthony Hill*, *David Hopkins*, *Samuel Homfray*, *Robert Haynes*, *W.G. Hood*, *James Halse M. P.*, *James Hammett*, *John Casper Hartsinck*, *Ambrose Hussey*, *Philip Harris*,

*Harris, Edward Harley, John Wesley Hall, Thomas Hebblewhite, John Hartley, Christopher Hodgson, Edward Higginbotham, Robert Houlton, Charles Hicks, Anthony Earl Hamilton, William Haynes, John Harford, Adam Holden, William Hughes, Baynham Jones, Theophilus Randle Jones, Thomas Jarritt, Edward Johnson, Philip Jones, William Singer Jacques, George Jones, John Kynaston, Thomas King, Thomas Kingsbury, Alexander Limond, Charles Lawrence, William Lawrence, Capel Hanbury Leigh, David Lewis M.P., Israel Lewis, Richard Llewellyn, John Little, Robert Lyon Clerk, John Laurent, Robert Lloyd, William Little, Archibald Little, Frederick Henry Lindsay, William Lee, James Lean, Benjamin Lancaster, Robert Leonard, Odame Coates Lane, Abraham Lyon, Moses Edward Meyer, Stephen Hempstead Murley, Donald Maclean, Joseph Randolph Mullings, Rachael Morgan, Henry Manl, Matthew Marsh, Edward Wheeler Mills, Joseph Maynard, James Milligan, Hugh M'Calmont, Robert M'Calmont, George Meek, Peter Maze, Richard Morgan, Philip John Miles M.P., Edwin Morgan, Edward Lambert Newman, Ralph Nicholson, Charles Norton, James Nicholson Clerk, Cosmo Orme, John Harvey Ollney, Daniel Day Orlidge, Richard Oliverson, Robert Oliverson, Jeremiah Osborne, Robert Osborne, Henry Patteson, Richard Pruett, Letitia Pratt, Richard Burton Phillipson, Joseph Frederic Price, Thomas Powell, Elizabeth Poulton, Arthur Palmer the younger, George Penrice, Launcelot Powell, and John Powell, Richard Shackleton Pope, Thomas Pycroft, Sampson Payne, Charles Perry Clerk, John Pavin, John Prideaux, Richard Parsley, Charles James Pocock, Rees Price, John Pickersgill, Edward Protheroe, Henry Palmer, Robert Phippen, William Ogilvie Porter, Henry Arthur Palmer, Charles Payne, Joseph Partridge, Nathaniel William Partridge, Owen Rees, William Ridler, Robert Ansley Robinson, Mor-daunt Ricketts, Luke Reilly, Thomas Royd Clerk, Thomas Reece, George Radcliffe Doctor in Divinity, John Rainsford, George Roe, David Rowland, Henry Ricketts, William Rogers, F H  
 Rodd, John Reynell, William Ronald, Thomas Rake, George Alfred Ricketts, Thomas Rees, Valentine Ridler, Nicholas Roch, James Room, James Thomas Robertson, Richard Ricketts, Frederick Ricketts, William May Simonds, Charles William Stokes, Frederick Scheer, Samuel Bedlow Sweetman, John Stephens, Blackhall Simonds, Henry Simonds, Edward Warner Shewell, Sir Gilbert Stirling Baronet, J H  
 Sage, Charles Stephens, William Stanton, Charles Stanton, William Henry Stanton, Charles Henry Stonehouse, Henry Sanders, Jacob Amos Stuart, Fleming Saint Paul, Charles Slade, Benjamin Shaw, Joshua Scholefield Member of Parliament, William Unwin Sims, James Elnathan Smith, Gilbert Stephens, James Sharpe, William Henry Stell, George Steward, Thomas Sturge, Russell Scott, Henry Stothert, Robert Scott, Thomas Smythe, William Smith, George Morris Taswell, Thomas Turner, Tobiah Teape, Richard Thorley, Philip Debel Tuckett, William Taswell, William Thompson, Thomas Tyers Tyers, William Tite, Henry Norwood Trye, Jenkin Thomas Clerk, Maria Treherne, James Thomas, John Hearle Tremayne, Thomas Tyndall, Rowland Jones Venables, Harman Visgar, Edward Vines, Alexander Urquhart, John Vining, Thomas Yandell Venn, William Verner Member of Parliament, Sir Richard Rawlinson Vyvyan Baronet, Member of Parliament, John Henry Vivian Member of Parliament, John Vivian, George Wildes, William*

*William George Wilkins, John Weedon, John Waugh, James Webster, Sir Richard Wolseley Baronet (Clerk), William Washbourn, Joseph Webb the younger, T O Wetmore, Thomas G Wearne, James Wynn, Charles Wilkins, Edmund Waller, Percival Walsh, George Wallis, Josiah Wade, Robert Warren, George Woodhead, John Woolley, Benjamin Woolner, Josiah Wilson, Francis Walker, George Walker, Samuel Tarleton Wright, Henry Quintin Winwood, John Winwood, Charles Ludlow Walker, Richard Warr, John Wiltshire, Samuel Waring, Richard Bricklade Ward, Francis Yerbury, Joseph Zanetti, and all other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Railway and Branch Railways, and other Works by this Act authorized, and for other the Purposes herein declared, according to the Provisions and Restrictions hereinafter mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The Great Western Railway Company," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase, hold, and sell Lands for the Use and Benefit of the said Undertaking, without incurring any Penalties or Forfeitures, and shall have and exercise all other Powers and Authorities which are herein-after given or mentioned.*

Rules for the Interpretation of this Act.

II. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number or the Masculine Gender only such Word shall be understood to include several Matters as well as one Matter, several Persons as well as one Person, and Females as well as Males; and where the Word Lands shall be used the same shall be understood to include Tenements and Hereditaments; and where the Word Corporation shall be used the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and where the Word Railway is used the same shall be understood to include the Branch Railways hereby authorized to be made; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Proprietors to raise Money amongst themselves for the Undertaking, not exceeding 2500,000*l.*, to be divided into Shares of 100*l.* each.

III. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of Two millions five hundred thousand Pounds, the whole to be divided into Shares of One hundred Pounds each; and such Shares shall be numbered, beginning with Number One, in arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties taking the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute;

tribute; and all Persons and Corporations, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and receive, in proportionable Parts according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company, as and when the same shall be divided by the Authority of this Act.

IV. And be it further enacted, That the Money to be raised by the said Company by virtue of this Act shall be laid out and applied, in the first place, in paying and discharging all Costs and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto; and the Remainder of such Money shall be applied in and towards purchasing Lands, and making and maintaining the said Railway and other Works, and in otherwise carrying this Act into execution.

Application  
of Money to  
be raised.

V. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain the Railway and Branch Railways herein-after mentioned, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated on the Plan and described in the Book of Reference deposited with the respective Clerks of the Peace for the Counties of *Gloucester, Somerset, Wilts, Berks, Oxford, Bucks, and Middlesex*, and for the City and County of the City of *Bristol* and the City of *Bath*; (that is to say,) commencing at or near a certain Field called *Temple Mead*, within the Parish of *Temple* otherwise *Holy Cross* in the City and County of the City of *Bristol*, adjoining or near to the new Cattle Market there, passing from, through, or into the several Parishes of *Temple* otherwise *Holy Cross*, in the City and County of the City of *Bristol*; *Saint Philip* and *Jacob* and *Saint George*, or One of them, in the County of *Gloucester*; *Brislington*, *Keynsham*, *Saltford*, *Corston* otherwise *Coston*, *Newton Saint Loe*, *Twiverton* otherwise *Twerton*, *Lyncombe*, and *Widcombe*, or some of them, in the County of *Somerset*; *Saint James* and *Bathwick*, or One of them, within the Liberties of the City of *Bath* and in the County of *Somerset*; *Bathwick*, *Bathampton*, and *Bathford*, or some of them, in the County of *Somerset*; *Box*, *Ditcheridge* otherwise *Ditteridge*, *Corsham* otherwise *Corsham Regis*, *Laycock*, *Chippenham*, *Hardenhuish* otherwise *Huish*, *Langley Burrell* otherwise *Chippenham Langley*, *Kington Saint Michael*, *Draycot Cerne*, *Sutton Benger*, *Christian Malford*, *Bremhill*, *Foxham*, *Downtsey*, *Brinckworth*, *Wootton Bassett*, *Wroughton*, *Lydiard Tregoz* otherwise *Liddiard Tregooze*, *Swindon*, *Stratton Saint Margaret*, *Stanton Fitzwarren*, *Highworth*, and *South Marston*, or some of them, in the County of *Wilts*; *Shrivenham*, *Ashbury*, *Compton Beauchamp* otherwise *Compton*, *Knighton* otherwise *Compton Knighton*, *Uffington*, *Sparsholt*, *Childrey*, *Letcombe Regis*, *Denchworth*, *Wantage*, *West*

Company  
empowered  
to make the  
Railway.

[Local.]

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*Hamsey* otherwise *Church Hamsey*, *Ardington*, *East Hendred* otherwise *Great Hendred*, *West Hendred* otherwise *Little Hendred*, *Steventon*, *Milton*, *Sutton Courtney*, *Harwell*, *Dudcot* otherwise *Didcot*, *East Hagborne* otherwise *Church Hagborne*, *North Moreton*, *South Moreton*, *Cholsey*, *Streatley*, *Bassildon*, *Pangbourn*, *Purley*, *Tilehurst*, *Saint Mary*, *Saint Lawrence Reading*, and *Sonning*, or some of them, in the County of *Berks*; *Hurst* and *Twyford* in the Counties of *Berks* and *Wilts*, or one of them; *Wargrave*, *Ruscomb*, *Saint Lawrence Waltham* otherwise *Waltham Saint Lawrence*, *Shottesbrook*, *White Waltham*, *Bray*, and *Maidenhead*, or some of them, in the County of *Berks*; *Sonning*, *North Stoke*, *South Stoke*, and *Goring*, or some of them, in the County of *Oxford*; *Whitchurch* in the Counties of *Berks* and *Oxford*, or one of them; *Taplow*, *Hitcham*, *Burnham*, *Farnham* otherwise *Farnham Royal*, *Stoke* otherwise *Stoke Poges*, *Slough*, *Upton* otherwise *Upton cum Chalvey*, *Langley* otherwise *Langley Marsh*, *Iver*, or some of them, in the County of *Bucks*; *West Drayton*, *Hillingdon*, *Harlington*, *Hayes*, *Norwood*, *Southall*, *Hamwell*, *Ealing*, *Acton*, *Wilsdon* otherwise *Willesden*, and *Hammer-smith*, or some of them, in the County of *Middlesex*, and terminating by a Junction with the *London* and *Birmingham* Railway in a certain Field lying between the *Paddington* Canal and the Turnpike Road leading from *London* to *Harrow* on the Western Side of the General Cemetery in the Parish or Township of *Hammersmith* in the said County of *Middlesex*; and also a Branch Railway from and out of the said last-mentioned Railway, commencing at or near certain Fields situate between *Thingley* and *Showell Farm*, in the Parishes of *Corsham* and *Laycock*, or one of them, in the County of *Wilts*, passing from, through, or into the several Parishes of *Corsham*, *Laycock*, *Melksham*, *Broughton Gifford*, *Bradford* otherwise *Great Bradford*, *Holt*, *Staverton*, *Hilperton*, and *Trowbridge*; or some of them, in the County of *Wilts*, and terminating at or near certain Fields adjoining or near to the Gas Works in that Part of the Parish of *Trowbridge* called *Islington* in the said County of *Wilts*; and also another Branch Railway from and out of the said last-mentioned Branch Railway, commencing at or near the South-western Extremity of the Village of *Holt* in the Parish of *Bradford* otherwise *Great Bradford* in the said County of *Wilts*, and terminating at or near a certain Farmyard belonging to a Farm called *Kingston Farm*, adjoining the Town of *Bradford* in the said Parish of *Bradford*.

Plans and  
Books of  
Reference to  
remain in  
Custody of  
the Clerks of  
the Peace,  
and to be  
open to In-  
spection.

VI. And whereas Maps or Plans and Sections describing the Line of the said Railway, and the Lands upon or through which the said Railway and the Works connected therewith are intended to be carried or made, together with Books of Reference thereto containing Lists of the Names of the Owners or reputed Owners and Occupiers of such Lands, have been deposited with the Clerks of the Peace for the Counties of *Gloucester*, *Somerset*, *Wilts*, *Berks*, *Oxford*, *Bucks*, and *Middlesex*, and for the City and County of the City of *Bristol* and the City of *Bath*; be it therefore enacted, That the said Maps or Plans, Sections, and Books of Reference so deposited shall remain with and be kept by the said Clerks of the Peace respectively; and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and to make

Extracts

Extracts from or Copies of the said Maps or Plans, Sections, and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the Map or Plan, Section, or Book of Reference so inspected or referred to may be for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans, Sections, and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, certified by the said Clerks of the Peace or One of them, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

VII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course, and upon, across, under, or over the Lands delineated on the said Maps or Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the said Books of Reference or in the Schedule to this Act annexed, if it shall appear to any Two or more Justices of the Peace for the County, City, or Place wherein the Matter in question shall arise (in case of Dispute about the same), and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties and Cities, as the Case may require.

Unintentional Errors in Act, or Plans or Books of Reference, not to prevent Execution of Act.

VIII. And be it further enacted, That, for the Purposes and subject to the Provisions and Restrictions of this Act, the said Company, their Agents and Workmen, and all other Persons by them authorized, are hereby empowered to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands, or any Lands adjoining thereto, to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein, or otherwise in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also, for the Purposes and according to the Provisions and Restrictions of this Act, to make or construct, in, upon, across, under, or over the said Railway or other Works, or in, under, upon, across, under, or over any Lands, Streets, Hills, Vallies, Roads, Railroads or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, whether temporary or permanent, Roads,

Power to take Lands, &c.



Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences, and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Engines, and other Buildings, Machinery, Apparatus, and other Works and Conveniences as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses as may be necessary for constructing and maintaining Tunnels, Bridges, whether temporary or permanent, or Passages over or under the same, and also to divert or alter the Course of any Rivers or Streams of Water, Roads or Ways, or to raise or sink any such Rivers or Streams, Roads or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Railway, and to make Drains or Conduits into, through, or under any Lands adjoining the said Railway for the Purpose of conveying Water from or to the said Railway; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works, or any of them, and to substitute others in their Stead, and to do and execute all other Matters and Things necessary or convenient for making, maintaining, altering, or repairing and using the said Railway and other Works by this Act authorized; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Satisfaction in manner herein-after mentioned to all Persons and Corporations interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by reason of the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

Penalty on obstructing Persons in the Construction of the Railway.

IX. And be it further enacted, That if any Person shall obstruct or prevent any Person employed by the said Company in setting out the Line of the said Railway, or engaged in the Construction thereof or of any Part thereof, or shall pull up or remove any Stakes that may have been driven into the Ground for the Purpose of setting out the Line of the said Railway, he shall forfeit and pay any Sum not exceeding Five Pounds nor less than Twenty Shillings for every such Offence.

Dimensions of Bridge across the Turnpike Road near Maidenhead.

X. And whereas it is intended to carry the said Railway over the Turnpike Road leading from *London* to *Maidenhead* in the Parish of *Taplow* by means of a Bridge or Viaduct, and it is desirable to guard against any Obstruction being thereby occasioned to the Traffic on the said Road; be it therefore enacted, That the Span of the Arch to be constructed across the said Road shall be formed and shall at all Times be kept and continued of such Width as to leave a clear Space under such Arch of not less than Thirty Feet, and of a Height from the Surface of the said Road to the Centre of such Arch of not less than Eighteen Feet.

For preventing Obstruction during

XI. And whereas the said Railway is intended to be carried over the River *Colne* and certain Branches thereof within the Parishes of



*Iver* in the County of *Bucks* and of *Hillingdon* in the County of *Middlesex*, and it is expedient to provide against any Injury being occasioned thereby to the adjoining Lands by the Obstruction of the Floods of the said River and Branches thereof; be it therefore enacted, That if at any Time after the Construction of the said Railway it shall be found that the Waters on the North Side of the Viaduct or Embankment upon which the same is to be carried shall be and remain for the Space of Twelve Hours at an Elevation of One Inch higher than the Waters on the South Side of the said Viaduct or Embankment, that then and in such Case, upon due Notice of such Obstruction being given to the said Company by the Owner or Occupier of any Lands thereby injured or affected, the said Company shall and they are hereby required to make such additional Opening or so many additional Openings in the said Viaduct or Embankment as shall admit of the Passage of the said Waters without such Obstruction being caused by the said Railway; and if the said Company shall neglect or refuse to make such additional Opening or Openings for the Space of Fourteen Days after Notice requiring them so to do, duly served as aforesaid, they shall be subject to a Penalty not being less than Five Pounds for every Twenty-four Hours during which the Obstruction thereby occasioned shall remain after the Expiration of the said Fourteen Days, which Penalty may be recovered against the said Company by the Owner of any of the Lands adjoining the said Railway within the said Parishes of *Iver* and *Hillingdon* by Action of Debt in any of His Majesty's Courts of Record at *Westminster*: Provided always, that nothing herein contained shall extend to empower the said Company, their Agents or Workmen, to divert the present Course or Channel of the Stream which divides the Counties of *Bucks* and *Middlesex* at the Point where the said Bridge or Viaduct is intended to be constructed,

XII. And be it further enacted, That it shall be lawful for the said Company to treat and agree for the Purchase of any Lands authorized to be taken and used by them as aforesaid, and of any subsisting Leases, Terms, Estates, and Interests therein and Charges thereon, or such of them or such Part thereof as the said Company shall think proper.

Power to treat for the Purchase of Lands.

XIII. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained it shall be lawful to and for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and all other Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act in case they had been

Persons under legal Disability empowered to sell and convey Lands.

[*Local.*]

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sole,

sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whatsoever seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and may be according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will reasonably admit; namely,

Form of  
Conveyance  
to the Com-  
pany.

I of the Sum of of in consideration to me, [or, as the Case may be, into the Bank of England, in the Name and with the Privy of the Accountant General of the Court of Exchequer, ex parte the Great Western Railway Company, or to A.B. of and C.D. of their Heirs and Assigns, Two Trustees appointed to receive the same,] pursuant to the Act after mentioned, paid by the Great Western Railway [or the said] Company, established and incorporated by an Act of Parliament passed in the Year of the Reign of His Majesty King William the Fourth, intituled [here set forth the Title of this Act], do hereby convey [or, in Cases of Copyhold or Customary Lands requiring Surrender, do hereby agree to surrender,] to the said Company, their Successors and Assigns, all [describing the Premises to be conveyed or agreed to be surrendered], together with all Ways, Rights, and Appurtenances thereunto belonging, and all such Estate, Right, Title, and Interest in and to the same and every Part thereof as I am or shall become seised or possessed of, or am by the said Act capacitated or empowered to convey or surrender; to hold the Premises to the said Company, their Successors and Assigns for ever, according to the true Intent and Meaning of the said Act. In witness whereof I have hereunto set my Hand and Seal the Day of in the Year of our Lord

And all such Conveyances and Agreements to surrender as aforesaid shall be valid and effectual in the Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Company, and to attend the Reversion and Inheritance.

Conveyance  
of Copy-  
holds.

XIV. Provided always, and be it further enacted, That if any Contract shall be made for or in respect of any Lands to be taken or used by virtue of the Powers of this Act which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract shall

shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or Parcel according to the Custom of such Manor; which Surrender shall and may be made by all Persons and Corporations by this Act authorized and empowered to make Conveyances of other Lands, and shall have the like Force and Effect, in respect of such Copyhold or Customary Estates and Interests, as such Conveyance as aforesaid made by the same Person or Corporation would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Person or Corporation; and such Lands shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall have been enfranchised by virtue of the Powers herein-after contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord shall at the Time of the Admission of the Company be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties, (and which Agreement all Lords of Manors and other Persons and Corporations by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into,) shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Disposals to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be Parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, but shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall so be sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

XV. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor whereof any Copyhold or Customary

Lords of Manors under Disability

empowered  
to enfran-  
chise.

Customary Lands required for the Purposes of this Act are holden or Parcel, and whether an Individual or a Corporation, and whether seised in his own Right or as a Trustee, and whether he be seised in Tail or for Life or other limited Estate, and in case of a Lady, whether she be married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of such Manor, then for his Guardian, Committee, or Trustee, to contract for and the several Persons and Corporations aforesaid are hereby empowered to contract for the Enfranchisement of and to enfranchise such Copyhold or Customary Lands, by such or the like Form of Conveyance as by this Act is directed or authorized to be used in Cases of the Conveyance of Lands; and in case such Lord or other Person or Corporation hereby capacitated to enfranchise such Lands shall require the same, it shall be compulsory on the said Company to purchase the Enfranchisement of such Lands; and the Price to be paid by the said Company for the Purchase of the Enfranchisement of any such Lands shall, in case the Parties differ about the same, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

Regulation  
for the Ap-  
pointment  
of Rents of  
Copyholds.

XVI. And be it further enacted, That the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of any Copyhold or Customary Lands of which a Part only shall be taken for any of the Purposes of this Act, in case the same shall not be settled by Agreement between the Parties, shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Appointment or Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lord of the Manor whereof the same Copyhold or Customary Lands are held or Parcel; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Customs in other respects by or under which the Copyhold or Customary Lands not taken for the Purposes of this Act shall be held or the Remedies for the Recovery of the Rent for the same after the Apportionment thereof.

Conveyance  
of Waste  
Lands.

XVII. And be it further enacted, That in all Cases wherein in the Execution of the Powers of this Act there shall be Occasion to take or use any Common or Waste Land, or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands by any Person or Corporation having such Estate or Interest in the Manor wherein such Common or Waste Land or other Lands shall be situate, (or if the same shall not be the Waste of any Manor, then having such Estate or Interest in the Soil of the said Lands,) as the Persons and Corporations who are by this Act enabled to sell

l o t h e r

other Lands have in such Lands (and which Conveyance may be of the like Form as by this Act is directed to be used in the Case of Conveyances of other Lands), shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands, were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land or other Lands as aforesaid (and which shall be determined by a Jury, in case the Parties differ about the same, in like Manner as by this Act is directed in other Cases of the like Nature,) shall be paid by the said Company to the Churchwarden for the Time being of the Parish wherein such Common or Waste Land or other Lands shall be situate, and shall be by such Churchwarden received and applied for such general or public Purposes within the said Parish as a Vestry thereof shall direct: Provided always, that in all Cases wherein the said Churchwardens are empowered to receive such Compensation as aforesaid, the Notices by this Act required to be served on the Owners or Occupiers of Land required for the Purposes of this Act may be served on the said Churchwardens, who shall have Power to treat and agree with the said Company touching the Amount; and in all Cases in which any such Commonable or other Rights shall extend over and be exercised or enjoyed out of any other Lands than such Common or Waste Land or other Lands, the Compensation for the Relinquishment thereof shall be paid to the Party having such Estate or Interest as aforesaid in the said Commonable or other Right, or in any Lands whereunto the same shall be appendant or appurtenant, or otherwise (as the Case may require,) and shall be deposited in the Bank of England in manner by this Act directed in Cases of other Lands taken by the said Company: Provided also, that in all Cases in which any such Manors vested in the Feeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where the Lord of such Manor (if any) does not usually hold some Court for the same, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Lands or other Lands are situate, the Conveyance by Four at least of the Freeholders whose Lands (whether vested absolutely in them or for such Estate as would capacitate them to convey such Lands if wanted for the Purposes of this Act) shall entitle such Freeholders to Common Right in or over such Common or Waste Land or other Lands, and whose said Lands in the Rate for the Relief of Poor shall amount in yearly Value to Three Fifth Parts at least of the whole of the Lands which have such Common Right, shall also in like Manner be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of so much and such Part of such Common or Waste Land or other Lands as they may from Time to Time require or take, free from all Rights of Common, and Rights, Estate, Titles, Charges, and Incumbrances whatsoever.

Compensation for the Extinguishment of Right of Common.



Where Com-  
moners ex-  
ceed Twelve  
in Number,  
a Meeting to  
be called to  
appoint a  
Committee  
of them to  
treat for Com-  
pensation.

XVIII. And be it further enacted, That in all Cases where the Parties entitled to any such Commonable or other Rights over any other Lands than such Common or Waste Lands as aforesaid shall exceed Twelve in Number, it shall be lawful for the said Company to call a Meeting of such Parties by public Advertisement to be inserted twice at least in some Newspaper circulating in the County or respective Counties in which such Lands shall be situate, for the Purpose of appointing and which Meeting shall have Power to appoint a Committee to be chosen from among the said Parties, and not exceeding Five in Number, to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties; and the Committee so to be chosen as aforesaid shall have full Power to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and all Matters and Things relating thereto, for and on behalf of themselves and all other Parties interested therein (who shall be bound and concluded thereby), and to enter into and execute all necessary Agreements and Assurances for that Purpose, and for the Purpose of conveying the Lands in respect of which such Compensation shall be received to the said Company: Provided always, that no Meeting shall be effectual for the Purpose aforesaid unless Eight at least of the said Parties entitled shall attend the same; and if no such Meeting shall be held, or being held shall not appoint a Committee as herein-before directed, or if such Committee being appointed shall fail to agree with the said Company, the Amount of such Compensation as last herein-before mentioned shall be determined by the Verdict of a Jury in manner by this Act directed: Provided also, that in case the Amount of such Compensation as last mentioned shall be left to the Determination of a Jury as hereby is authorized, the Notices required to be given for that Purpose may be served upon any Three of the Parties entitled to such Commonable or other Rights, or left at their last usual Places of Abode, or with any Occupier of the Lands over which such Commonable or other Rights shall extend, or in case the same shall be unoccupied, then affixed upon some conspicuous Part of such Lands.

Power to  
purchase the  
Released  
Lands wanted  
from Rents  
charged  
thereon.

XIX. And be it further enacted, That where any Lands purchased or wanted or intended to be purchased by the said Company shall be subject solely, or jointly with other Lands not intended to be purchased, to or with any Rent-service, Rent-charge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands so purchased or wanted or intended to be purchased from such Rent, Payment, or Incumbrance, and also (where necessary or convenient) for an Apportionment of such Rent, Payment, or Incumbrance, for such Sum as shall be agreed upon between the said Company and the Party who under the Provisions of this Act shall agree to sell or apportion the same, and which Agreement may be entered into by all Persons and Corporations by this Act authorized and empowered to sell or convey Lands; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting

respecting the Apportionment thereof, the same shall be determined by a Jury in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof, which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands purchased or wanted or intended to be purchased, and shall also (where necessary) apportion the Rent, Payment, or Incumbrance affecting the Lands jointly subject to Rent, Payment, or Incumbrance as herein-before mentioned, according to the respective Values of the Lands purchased or wanted or intended to be purchased and of the Lands not purchased or wanted or intended to be purchased by the said Company; and all Contracts, Conveyances, and Assurances which shall be made by and between or to the said Company and any such Party as aforesaid respecting such Release (and which may be of the like Forms or to the like Effect, *mutatis mutandis*, as by this Act are directed to be used in the Case of Conveyances of Lands,) shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance (as the Case may be): Provided always, that when any of the Lands purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be charged only with the Remainder of such Rent, Payment, or Incumbrance; and such Apportionment shall not prejudice the Title to the remaining Rent or the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Lands not so purchased had been originally charged with that Amount only: Provided also, that when a Part of any Rent, Payment, or Incumbrance shall be released, it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance which shall continue payable; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, but shall not exclude any other Evidence of the same Facts.

XX. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands to be taken or used for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust, and whether in Possession under Mortgage or not,) shall, on Tender by the said Company or by any Person by them authorized of the Principal Money and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, immediately alien, release, assign, and transfer such mortgaged Premises to the said Company, or to such Person and in such Manner as they shall appoint, and which Alienation, Release, Assignment, and Transfer may be of the like Form as the Conveyances by this Act directed

Mortgagees  
to convey to  
Company.

directed to be used in Cases of Conveyance of Lands or as near thereto as the Circumstances of the Case will permit, or in any other Form; or in case such Mortgagees shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months, (to be computed from the Day of giving such Notice,) then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall alien, release, assign, and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to alien, release, assign, or transfer as aforesaid, on such Tender or Payment, then all Interest on every such mortgaged Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest and the Costs (if any) due on any such Mortgage as aforesaid into the Bank of *England* at or at any Time after the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank; and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the Premises and Estate comprised in such Mortgage to all Intents and Purposes whatsoever.

Directing in  
what Manner  
Disputes  
between the  
Company  
and certain  
Mortgagees  
shall be  
settled.

XXI. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interests, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or (as the Case may be) of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part, and the said Company on the other Part; and in case of any Difference between them then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim so far as the same will extend, and such Mortgagee shall thereupon alien,



alien, release, assign, and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid; or in case of his neglecting or refusing to alien, release, assign, or transfer, as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee, or into the Bank, as last aforesaid, shall be and be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used, from all Principal and Interest, Costs and other Money due or secured thereon, and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof, to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money or the Residue thereof, (as the Case may be,) or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage: Provided also, that when a Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall on the Assignment thereof to the said Company have been paid to the Mortgagee thereof in part Satisfaction of his mortgaged Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee; and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

XXII. And be it further enacted, That on or before the Expiration of One Calendar Month next after Notice in Writing from the said Company, or their Agent duly authorized, of their Intention to take or use any Lands or any Part thereof for the Purposes of this Act, shall have been given to any Person or Corporation seised, possessed of, or interested in, or authorized by this Act to accept and receive Satisfaction and Compensation for the Value of the same, or any Estate, Share, or Interest therein or Charge thereon, or for any Injury or Damage sustained on account of the Execution of this Act, such Person or Corporation shall deliver or cause to be delivered at the Office of the said Company a Statement in Writing of the Particulars of the Estate, Share, Interest, or Charge which he or they claim to be entitled to, or to be authorized to receive Satisfaction and Compensation for, and of the Injury or Damage sustained by him or them, and of the Amount of the Sum of Money which he or they may expect and be willing to receive in satisfaction and compensation for the Value of such Estate, Share, Interest, or Charge, and for such Injury or Damage respectively.

Parties to deliver a Statement of their Estates and Claims within One Calendar Month after Notice.

[*Local.*]

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XXIII. And

Satisfaction  
to be made  
for Lands  
taken for  
Railway.

XXIII. And be it further enacted, That all Persons and Corporations by this Act capacitated to sell and convey any Lands, or to enfranchise Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, and the respective Owners and Occupiers of any Lands through or upon which the said Railway or other Works hereby authorized are intended to be made, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive Satisfaction or Recompence for the Value of such Lands or of the Interest therein by them conveyed, and also Compensation for any Damage by them sustained by reason of the Execution of any of the Works by this Act authorized, and also by reason of the severing or dividing such Lands, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Persons and Corporations by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively, and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, Recompence, or Compensation, the same respectively, or either of them, concerning which they do not so agree, shall be ascertained and settled, if required, by the Verdict of a Jury, as herein-after is directed.

In case the  
Parties refuse  
or are inca-  
pable to treat  
the Value of  
Land and of  
Damages to  
be settled by  
a Jury.

XXIV. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That if any Person, Corporation, or Trustee so interested or entitled, and capacitated to sell, agree, convey, or release as aforesaid, shall not agree with the said Company as to the Amount of such Purchase Money, or Satisfaction, Recompence, or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid shall refuse to accept such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale, Conveyance, and Release of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or

Disability, whether provided for by this Act or not, be incapable of making such Agreement, Conveyance, or Release as shall be necessary or expedient for enabling the said Company to take such Lands, or to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession, and which they may claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act, or for the Purchase of Lands required for the Purposes of this Act, cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be One of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in any ways interested in the Matter in question, then to any of the Coroners of such Counties not interested as aforesaid, or if all the Coroners shall be so interested, then to some Person then living in the County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County, and not be interested as aforesaid, (a Person having more recently served either Office being always preferred,) commanding such Sheriff or Coroner or other Person to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster*; and the Persons so to be impanelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impanelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can speedily be procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury or any Six or more of them to view the

the Place or Matter in controversy ; and such Jury shall, upon their Oaths, or, being Quakers, upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of right purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Satisfaction, Recompence, or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them; which Satisfaction, Recompence, or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, Recompence, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Persons and Corporations whatsoever: Provided always, that in such Inquiry the Person or Corporation claiming Compensation shall be Plaintiff; and shall have all such Rights and Privileges as Plaintiffs in Actions at Law are entitled to: Provided also, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise, either by delivering such Notice to such Party, or by leaving the same at his Place of Abode, or with the Clerk or Agent or principal Officer of the Corporation in the Case of a Corporation, or with some Tenant or Occupier of the Premises intended to be valued or respecting which or any Damage to which any such Question shall arise.

Compensation Money to be apportioned.

XXV. And be it further enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required, to settle what Shares and Proportions of the Purchase Money, Satisfaction, and Recompence or Compensation for Damages, which shall be assessed as aforesaid, shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises by way of Lease or otherwise, for his Interest therein.

Verdicts to be recorded.

XXVI. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County in which the Matter in dispute shall have arisen among the Records of the Quarter Sessions of such

such County, and shall be deemed Records to all Intents and Purposes; and the same or true Copies thereof shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

XXVII. And be it further enacted, That if any such Sheriff or his Under Sheriff, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds to the Party who shall be prejudiced or injured thereby, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or, being a Quaker, to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn, or being a Quaker affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse, (to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person,) shall forfeit and pay for every such Offence to the Party for whom or on whose Account any such Jury or Witness shall have been summoned any Sum not exceeding Twenty Pounds; which said last-mentioned Penalty and Forfeiture shall and may be levied, by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County, City, or Place in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced, if any, after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted.

Penalty upon  
Sheriffs, &c.  
Jurors, or  
Witnesses  
making  
default.

XXVIII. And be it further enacted, That every such Jury and Jurymen as aforesaid shall also be subject to the same Regulations, Pains, and Penalties as if such Jury and Jurymen had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster*; and all Persons who in any Examination to be taken by virtue of this Act, upon their Oath, or being Quakers upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

Jurors to be  
under the  
same Regula-  
tions as those  
of the Courts  
at *Westmin-  
ster*.

Expences of  
Jury how to  
be paid.

XXIX. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs of summoning such Jury and the Expences of Witnesses shall be defrayed by the said Company, and such Costs and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs and Expences shall not be paid to the Party entitled to receive the same within Ten Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace for the County, City, or Place where such Inquisition shall be held, not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs and Expences; but if the Verdict of the Jury shall be given for the same or for a less Sum than shall have been previously offered by the said Company, one Moiety of the said Costs and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction of the Whole thereof: Provided always, that in Cases in which by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs and Expences shall be borne and paid by the said Company.

Persons re-  
questing  
Juries to  
enter into  
Bonds, to pro-  
secute their  
Complaint  
and to pay  
Expences.

XXX. And be it further enacted, That all Parties with whom the said Company shall have any such Dispute, and who shall require a Jury to be summoned as aforesaid, shall, at their own Costs, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond, with Two sufficient Sureties, to the said Company, in a Penalty of One hundred Pounds, to prosecute their Complaint, and to bear and pay their Proportion of the Costs and Expences of summoning and returning such Jury and taking such Verdict, and of the summoning and Attendance of Witnesses, in case any Part of such Costs and Expences shall fall upon them.

Notice of  
Injury to be  
given to the

XXXI. And be it further enacted, That the said Company shall not be obliged nor shall any Jury to be summoned by virtue of this Act

Act be allowed (without the Consent of the said Company) to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on the Behalf of the Person or Corporation making such Complaint, stating the Nature, Extent, and Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Person or Corporation to the said Company Ten Days before the summoning of such Jury, and within the Space of Six Calendar Months after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased.

Company  
before Com-  
plaint.

XXXII. And be it further enacted, That all Persons in Possession of any Lands which shall be required or be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest than as Tenants at Will, or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up Possession of such Property to the said Company, or to such Person as the said Company shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to or left at the Place of Abode of such respective Tenants or Lessees in Possession, or left upon the said Premises, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company, or at such other Time after the Expiration of Six Calendar Months as in any such Notice they shall be respectively required; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to give up such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept to the Sheriff of the County in which the Premises shall be situate to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept on the Person so refusing to give Possession, by Distress and Sale of his Goods and Chattels.

Tenants at  
Will, &c. to  
quit Lands  
after Notice.

XXXIII. Provided always, and be it further enacted, That where any such Tenant or Lessee who shall be required to deliver Possession of any Premises occupied by him before the Expiration of his Term or Interest therein shall give the said Company previous Notice in Writing thereof, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee, Satisfaction, Recompence, or Compensation for the Value of his unexpired Term or Interest in the said Premises; which Satisfaction, Recompence, or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction, Recompence, or Compensation

Interests of  
such Tenants  
maybe set-  
tled by a  
Jury.



tion for any Lands taken or used by the said Company is by this Act directed to be made or determined.

Persons holding under Leases to produce the same.

XXXIV. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction, Recompence, or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Lands, Mines, or Minerals intended to be taken or used under the Authority of this Act, under or by virtue of any Demise, Lease, or Agreement for Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease or Agreement for Lease, Demise, or Grant in respect of which such Claim to Satisfaction, Recompence, or Compensation shall be made; and if such Lease or Agreement for Lease, Demise, or Grant shall not be produced or shown within Twenty-one Days after Demand made by the Clerk of the said Company, or by any Person by him authorized, the Party claiming such Satisfaction, Recompence, or Compensation shall be considered and treated as a Tenant holding only from Year to Year.

For settling Disputes as to Damages to a small Amount.

XXXV. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken, used, or injured for the Purposes of this Act, as to the Amount or Value of the Damages done by the said Company, their Agents or Workmen, to such Property in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall, in case the Amount of Damages claimed does not exceed the Sum of Twenty Pounds, be ascertained and determined by some Two or more Justices of the Peace for the County, City, or Place in which such Lands shall lie, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company.

Application of Compensation Money amounting to 200*l.*

XXXVI. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or of any Interest therein, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any Compensation under this Act, which any Corporation, Tenant in Tail or for Life, Husband, Guardian, Trustee or Feoffee in Trust, Committee, Executor, or Administrator, Feme Covert, or any Person whomsoever, for or on behalf of any Wife, Ward, Lunatic, Idiot, or Cestuique Trust, whether Infants, Issue unborn, Femes Covert, or any Person whomsoever, whose Lands are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be



be paid into the Bank of *England* in the Name and with the Privy of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* the Great Western Railway Company, pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall when so paid in there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court made in a summary Way as aforesaid, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money may, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

XXXVII. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rent and Profits of the Lands so taken or used, or of such Interest therein, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Directors of the said Company, be paid into the Bank of *England* in the Name and with the

When less than 200*l.* and exceeding 20*l.*

[*Local.*]

35 U

Privy

Privy of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option, (such Nomination to be approved of by the said Company,) and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties, and of Three at least of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer.

When not  
exceeding  
20*l.*

XXXVIII. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for the Purposes of this Act, or in respect of which such Compensation shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, then such Money shall be paid, for their Use, to their respective Husbands, Guardians, Committees, or Trustees; and any such Payment as last aforesaid shall effectually vest the Land, or the Interest or the several Interests in the Lands, for or in respect whereof the same shall be paid, in the said Company, their Successors and Assigns, absolutely, free from all Titles, Charges, Estates, and Incumbrances.

In case of not  
making out  
Titles, &c.  
the Money  
to be paid  
into the Bank.

XXXIX. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under or by virtue of the Powers of this Act, or for any Interest or for Compensation as aforesaid, shall refuse or neglect to accept the same, or to convey the Premises or Interest in the Premises purchased, or shall refuse, neglect, or be unable to make a Title to such Premises, or to such Interest in the Premises, to the Satisfaction of the said Company, or shall be absent from *England*, or shall not be conveniently found, or if any Party entitled unto or to convey such Lands or such Interest therein cannot be conveniently known or discovered, or be not shown to the Satisfaction of the said Company to be such Party, then and in every such Case it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privy of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands [describing them, so far as the said Company can do], subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money or to any Part thereof by Petition, is hereby empowered, in a summary Way of Proceeding or otherwise, to order the same to be laid out and invested in the Public Funds, and to order  
Distribution

Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company a Receipt for such Money, mentioning and specifying therein for what and for whose Use [describing as aforesaid] the same is received.

XL. Provided always, and be it further enacted, That where any Question shall arise in reference to the Provisions aforesaid or otherwise upon this Act, touching the Title of any Party to any Lands, or to any Interest in any Land, or to any Compensation Money in respect of Damage done to any Lands, or to any Money to be paid into the Bank of *England* for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands to be taken or used in pursuance of this Act, or for Compensation as aforesaid, or to any Annuities or Securities to be purchased with any such Money as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Persons and Corporations claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, or such Interest therein, or to such Money as aforesaid, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly.

Persons in Possession presumptively entitled.

XLI. Provided also, and be it further enacted, That where, by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction, Recompence, or Compensation shall be payable under the Authority of this Act, the Purchase Money for the same, or the Money paid for such Compensation, shall be required to be paid into the Bank of *England*, to be applied in the Purchase of other Lands to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court to order the reasonable Expences of all such Purchases, and of the Re-investment of the Purchase Money in Land, together with the necessary Costs and Charges of obtaining the proper Orders for such Purposes, to be paid by the said Company out of the Monies to be received by virtue of this Act; and the said Company shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

Court may order reasonable Expences of Purchases to be paid by the Company.

XLII. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties or awarded by a Jury in manner aforesaid for the Purchase of any Lands, Rent, or other Charge, or as a Compensation for any Loss or Injury as aforesaid, to the respective Proprietors of such Lands, or other Persons respectively interested therein,

Power to enter Lands, &c. on Payment or Tender of Purchase Money.

therein, and entitled to receive such Money or Compensation respectively, within Three Calendar Months after the same shall have been so agreed upon or awarded, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands (to the Satisfaction of the said Company), or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable to convey the same, then, upon Payment of such Money into the Bank of *England* as herein-before directed, to the Credit of the Parties interested in such Lands, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands or such Compensation as aforesaid, which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank of *England*, as herein-before directed, to an Account *ex parte* the Great Western Railway Company, then and in every of such Cases it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this Act, save for the Purposes of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

Compensation to be made for temporary Damage.

XLIII. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Railway and other Works, for the Purpose of laying or depositing and working thereon Earth, Clay, Stones, Bricks, Slates, Timber, Lime, and other Materials, or of manufacturing such Clay into Bricks, or for forming temporary Roads or Approaches to and from the said Works; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot either upon View or from Evidence form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid until the Works shall have been completed, it is expedient that the said Com-

pany, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid, without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, working, or manufacturing upon such Lands, or upon any Part thereof respectively, any Earth, Clay, Stones, Bricks, Slates, Timber, Lime, or other Materials, or for forming temporary Roads or Approaches to and from the said Works; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners and Occupiers thereof, such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in Cases of Disputes as to the Value of Lands through or upon which the said Railway and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required to make such Compensation and Satisfaction for the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid within One Calendar Month after the Expiration of the Period by this Act granted for executing the said Railway and other Works; provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fencings so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto; provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Railway, nor to make Bricks or place a Steam Engine upon any of such Lands at any Place which shall not be distant at least Two hundred and fifty Yards from any Mansion, without the Leave of the Owner or Occupier of such Mansion, in Writing, first obtained for that Purpose.

XLIV. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company or any Person acting under their Authority to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of November One thousand eight hundred and thirty-four, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock,

Houses and  
Gardens not  
to be used  
unless speci-  
fied in Schedules.

[Local.]

35 X

Plantation,

Plantation, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake, and unless it shall be so certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Breadth of  
Land to be  
taken for the  
Railway.

XLV. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth, except in those Places where a greater Breadth shall be judged necessary for Carriages to wait, load, or unload, and to turn or pass each other, or for raising Embankments for crossing Vallies or low Grounds, or for Cuttings, or for the Erection and Establishment of any fixed or permanent Machinery, Toll House, Warehouses, Wharfs, or other Erections and Buildings, and except at or near the Terminations of the said Railway and the Branches thereof in the respective Parishes of *Temple* otherwise *Holy Cross* in the City and County of the City of *Bristol*, *Saint Philip and Jacob* in the County of *Gloucester*, *Corsham* otherwise *Corsham Regis*, *Laycock*, *Bradford* otherwise *Great Bradford*, and *Trowbridge*, in the County of *Wilts*, and *Acton* and *Hammersmith* in the County of *Middlesex*, and except also on Commons, Downs, or Waste Grounds, unless with the previous Consent in Writing of the Owners and Occupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned: Provided always, that the said Company shall not for the Purposes aforesaid or any of them enter upon or take or use any Land claimed to be the Property of the Right Honourable *Charles Herbert Earl Marvers* in the said Parish of *Saint James* in the said City of *Bath*, or in the Parish of *Lyncombe* and *Widcombe* in the County of *Somerset*, without the Consent in Writing of the Owner of the said Land first had and obtained, exceeding in Quantity Four Acres Two Roods and Thirty Perches, or any of such Land except such Part thereof as lies along the River *Avon*, and commences at a Point distant Three hundred and sixty-five Feet or thereabouts (measured along the Bank of the said River) from the North-east Corner of the old Bridge in *Southgate Street*, and extends One thousand one hundred Feet or thereabouts along the Bank of the said River from the said Point, but save and except out of such Land a Piece of Ground for the Site of a Road of Twenty Feet in Breadth in a straight Line, leading from a certain Mill called *Gibb's Mill*, and that it shall be obligatory on the said Company to purchase such Land of the said Earl *Marvers*; and that the said Company shall not divert or alter any Stream or Watercourse, Sewer or Drain, in or upon or running through the said Land, so as to injure or impede the Drainage of the other Parts of the said Lands claimed to be the Property of the said Earl, nor to divert or alter the Course of any Street, Road, or Way, or to raise or sink any Street, Road, or Way that now is or may be made upon any Part of the said Lands of the said Earl.

XLVI. And be it further enacted, That if by any Works of the said Company the Drainage of any Part of certain Gardens in the said Parish of *Saint James* in the said City of *Bath*, claimed to be the Property of the said Earl, called *Ham Gardens*, and the Free Course of Water and Soil therefrom into the River through and across the Land to be purchased by the said Company shall be in anywise impeded or affected, the said Company shall at all Times at their own Expence make good the Sub-drainage; and it shall be lawful for the said Earl, his Heirs and Assigns, and his and their Tenants of the said Gardens, at all Times to enter into and upon the same, and to make and maintain through and across the same such Sewers, Drains, and Watercourses for the Purpose aforesaid, and to inspect the State of the Drainage, as he or they shall think proper, he and they doing thereby as little Injury as may be: Provided always, that nothing herein contained shall authorize or empower the said Earl, his Heirs or Assigns, or his or their Tenants, in making and maintaining such Sewers, Drains, and Watercourses, or in inspecting the same, to impede or interrupt the free Passage upon the said Railway, without the Consent of the said Railway Company first had and obtained.

If Drainage of certain Lands belonging to Earl Manvers be impeded, Company to make good the Sub-drainage.

XLVII. Provided nevertheless, and be it further enacted, That it shall be lawful for the said Company, and their Agents and Workmen, at any Time after the Commencement of making the said Railway on the said Lands so claimed to be the Property of the said Earl, to enter into and upon (the said Company immediately thereupon bounding out from the Land adjoining on the North Side in such Manner as the said Earl, his Heirs or Assigns, shall reasonably require) a Strip of Land immediately adjoining the North Side of the Land intended to be purchased for the Purposes of the said Railway, as a Street, from a Steam Flour Mill in *Dorchester Street*, such Strip of Land to be about Two hundred Yards in Length, and Forty Feet in Width, for the Purpose of using, working, and manufacturing any Earth, Stone, Lime, Gravel, Sand, Timber, Iron, and any other Material or Thing necessary for the making the said Railway, the said Company raising the said Strip of Land, with Earth and Rubbish or other Material, to a Level with the Surface of the highest Part of the said Street called *Dorchester Street*, but not higher without the Consent of the said Earl, his Heirs or Assigns, first obtained; and that when and as soon as the said Railway shall be made the said Company shall immediately thereupon, and under the Direction and at the Option of the said Earl, his Heirs or Assigns, pave and pitch over with Stone, according to the general Custom in the City of *Bath*, or pave, pitch, and stein over with Stone, the whole Length and Width of the said Strip of Land of Forty Feet wide, so that when such Work be finished the said Strip of Land shall form and be a Continuation of *Dorchester Street* aforesaid, and shall be used as a Street or Way only; and the said Company shall for ever thereafter repair and keep in good Repair and Condition the said Continuation of Street, and shall have the free Use of the whole of the said Street, in common with the said Earl, his Heirs and Assigns: Provided always, that nothing herein contained shall prevent the said Earl, his Heirs and Assigns, at any Time hereafter, paving or pitching a Footway not exceeding the Width of Eight Feet along the Side of

Company may enter upon a certain Strip of Land belonging to Earl Manvers, to be laid out as a Street for working Materials on.

of the said Continuation of Street adjoining the Land of him the said Earl on the North Side thereof, and from thenceforth for ever afterwards keeping the same Paving or Pitching in good Repair.

Company  
may form a  
Street oppo-  
site Pierpoint  
Street, and  
use the same.

XLVIII. And be it further enacted, That it shall be lawful for the said Company, so soon after the Commencement of making the said Railway on the said Land so claimed to be the Property of the said Earl as the same can be conveniently obtained, to enter into and upon, and immediately thereupon to bound out from the Land adjoining to the East and West Sides, in such Manner as the said Earl, his Heirs or Assigns, shall reasonably require, a Strip of Land not less than Thirty Feet Wide, other Part of the said Gardens called *Ham Gardens*, to lead in a direct Line from the East Side of *Pierpoint Street* in the said City of *Bath* to the said Strip of Land of Forty Feet wide, for the Purpose of raising the said Strip of Ground, and making a Carriageway over the same from the said Street called *Pierpoint Street* to the said intended Railway; and after the bounding and raising as aforesaid (such raising being also performed by the said Company in such Manner as the said Earl, his Heirs or Assigns, shall reasonably require,) the said Company shall have the Use of the said Carriageway in common with the said Earl, his Heirs and Assigns, for Persons and Carriages with Horses leading or taking Passengers therein, with their Luggage to and from the Entrance of a Depôt to be made in front of the said last-mentioned Carriageway and such Street, but not to extend to or be a Thoroughfare for loaded Waggon or Carts, or for leading or hauling of Articles of Trade to or from the said Railway, or to or from any Depôt or Wharf that shall or may be made on any Part of the Ground to be purchased from the said Earl as aforesaid, or to or from any Erections or Buildings that shall or may be erected thereon.

Act not to  
prevent Earl  
Manvers  
erecting a  
Barrier across  
such Street.

XLIX. Provided also, and be it further enacted, That nothing herein contained shall extend or be construed to extend to prevent the said Earl, his Heirs and Assigns, from erecting, setting up, and continuing, and afterwards to remove, and subsequently to erect, set up, and continue, and remove, when and as often as he or they shall from Time to Time and at any Time or Times think fit, in or upon any Part of the said last-mentioned Carriageway, a Barrier to prevent loaded Waggon or Carts from passing along the same Carriageway, or the leading or hauling of Articles of Trade in or upon the same Carriageway, such Barrier nevertheless not to prevent Persons and Carriages with Horses leading or taking Passengers thereon, with their Luggage to and from the Entrance of the Depôt aforesaid.

Company to  
make and  
pitch such  
Street, under  
the Direction  
of Earl Man-  
vers, and  
repair the  
same.

L. And be it further enacted, That immediately after the Carriageway leading from *Pierpoint Street* to the said Depôt of the said Railway shall be bounded out and raised as aforesaid the said Company shall, under the Directions and at the Option of the said Earl, his Heirs and Assigns, make, pitch, and stein the said Carriageway, and afterwards keep the same in good Repair, until Two Thirds of the Houses or Buildings to be erected on the Ground running in a Line from the West Side of *Pierpoint Street* aforesaid to the said Railway

45/977

Given up See former 24600  
Oct 1877



Railway shall be completed and finished fit for Habitation, when and thereafter the said Earl, his Heirs or Assigns, or the several Owners and Occupiers of such Houses and Buildings respectively, shall keep the said Carriageway in repair.

LI. And be it further enacted, That in the Formation of such Part of the said Railway as is intended to be made on the said Land so claimed to be the Property of the said Earl the said Company shall and they are hereby required to make and leave an arched Opening of at least Twenty Feet wide and Twenty Feet in Height above the Surface of the said intended Street forming a Continuation of *Dorchester Street* as aforesaid, for a Carriageway under the said Railway, and as nearly opposite a Piece of Ground claimed to be the Property of the said Earl adjoining *Gibbs's Mill* in the said Parish of *Lyncombe* and *Widcombe* as may be.

Company to leave an Arch under the Railway on certain Property belonging to Earl Manners.

LII. And be it further enacted, That in case the said Earl, his Heirs or Assigns, shall erect a Bridge over the River *Avon*, and make a Carriage or Foot Way over a Part of the said Ground adjoining the said Mill called *Gibbs's Mill*, the said Company shall and they are hereby required, on the Request in Writing of the said Earl, his Heirs or Assigns, to bound out from the Land adjoining on the East and West Sides, in such Manner as the said Earl, his Heirs or Assigns, shall reasonably require, a Strip of Land Part of the said Land so claimed to be the Property of the said Earl as aforesaid, commencing from the South Ends of the Sides of such arched Opening under the said Railway, and to run from thence, of the same Width as the said archway Opening, in straight Lines into the River *Avon*, so and in such Manner that the same shall unite the Walls of such archway Opening with the Bridge that may be built over the said River *Avon*, which Strip of Land and the said arched Opening under the said Railway shall from thenceforth be and become a Carriage and Foot Way; and, so far as the said arched Opening and the said Strip of Land shall extend, the said Company shall immediately thereupon, and as the said Earl, his Heirs or Assigns, shall direct, pave and pitch the whole Surface thereof, and for ever afterwards keep the said Paving and Pitching in good Repair, but for no Purpose whatsoever shall the said Company roof or cover over the said Strip of Land last mentioned; which Carriage and Foot Way through the said arched Opening, and upon and over the said Strip of Land last mentioned, shall from the making thereof be a common Street and Carriage or Foot Way, subject nevertheless as herein-after mentioned; (that is to say,) provided always, that nothing herein contained shall be deemed or construed to prevent the said Earl, his Heirs or Assigns, from erecting a Toll Bar, and collecting Toll of and from any Person, with or without Cattle or Carriages, passing over the said Bridge that may be built over the said River *Avon* from or unto or through the said arched Opening, and from and unto or into and over the said Strip of Land unto the said Bridge that may be built over the said River *Avon*.

If Earl Manners erects a Bridge over the River *Avon*, Company to set out and form a Road communicating herewith.

LIII. And whereas Apprehensions are entertained by the Inhabitants of the Parish of *Salford* that the Excavations or other Works intended

For the Preservation of Spring Water at *Salford*.

[Local.]

35 Y

intended

intended by the said Railway Company may cut off, diminish, or deteriorate the natural Supply of Spring Water at present enjoyed by the said Inhabitants, and it is expedient to guard against the Inconvenience so apprehended; be it therefore enacted, That the said Company shall erect and make, and for ever hereafter maintain, all such Reservoirs, Pumps, Tanks, Engines, Pipes, and other Works as shall be requisite for preserving and supplying to the Inhabitants of the said Parish of *Saltford* as good and continual a Supply of Spring Water, both in Quality and Quantity, and in as convenient Situations, as they now enjoy; and if at any Time hereafter the said Supply of Spring Water shall be cut off, impeded, or in any Manner deteriorated by reason of the Construction of the said Railway or any of the Works connected therewith, and if the said Railway Company from Time to Time, after Twenty Days Notice thereof to be given to them, signed by Six at least of the Householdors of the Parish of *Saltford* aforesaid, shall neglect or refuse to reinstate the said Supply in as good and ample a Manner as it was enjoyed before the Construction of the said Railway or any of the said Works, it shall and may be lawful for the said Inhabitants or any of them to erect such Works as may be necessary for re-obtaining and maintaining such Supply, and all the Expences to be incurred in so doing shall be borne and paid by the said Railway Company, and shall and may be recovered against them by Action at Law, with Treble Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*: Provided always, that if the Supply of Spring Water to the Inhabitants of the said Parish of *Saltford* shall be cut off, diminished, or deteriorated from any Cause other than the Construction of the said Railway or any of the Works connected therewith, then the said Company shall not be liable to reinstate such Supply, or to make good any of the Damage or Inconvenience that may be occasioned by or arise from the said Supply of Spring Water being so cut off, diminished, or deteriorated, during such Time and so long as such Supply shall continue to be cut off, diminished, or deteriorated by reason or means of any Cause other than the Construction of the said Railway or any of the Works connected therewith, any thing herein contained to the contrary thereof notwithstanding.

For the Protection of Water-courses in the Parishes of Lyncombe and Widcombe or Bathwick.

LIV. Provided always, and be it further enacted, That nothing herein contained shall extend to authorize or empower the said Company, their Agents, Servants, or Workmen, in the Execution of any Works by this Act authorized to be made, at any Time to drain, divert, or otherwise intermeddle with any Springs, Streams, Water-courses, Mains, Pipes, Reservoirs, or Cisterns of Water in the Parishes of *Lyncombe* and *Widcombe* or *Bathwick* in the County of *Somerset*, claimed to belong to the Mayor, Aldermen, and Citizens of the City of *Bath*, further than may be absolutely requisite and necessary for the Purpose of enabling the said Railway Company to carry into effect the Provisions of this Act; and in case of any such Springs, Streams, Watercourses, Mains, Pipes, Reservoirs, or Cisterns of Water being so drained, diverted, or otherwise intermeddled with by the said Company at any Time, in the Execution of the Powers of this Act, to the Prejudice or Injury of the said Mayor, Aldermen, and Citizens, then and in every such Case, and so often as the same shall

shall happen, the said Railway Company shall in demerit and reimburse the said Mayor, Aldermen, and Citizens for any Damage, Loss, or Injury sustained by them as aforesaid, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

LV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to permit or authorize the said Company, their Agents or Workmen, or any other Person, to construct or make any Station, Wharf, Yard, Waiting, Loading, or Unloading Place, or to place any stationary Engine in or upon any of the Lands or Grounds claimed to be the Property of *William Gore Langton* Esquire, in the several Parishes of *Newton* and *Corston* in the County of *Somerset*, or either of them, or to authorize or empower the said Company, their Agents or Workmen, or any other Person, to alter or vary the Line of the said Railway through or over the said last-mentioned Lands or Grounds beyond the Extent of Ten Yards from the Line laid down in the Maps or Plans deposited with the Clerks of the Peace for the several Counties and Cities in or through which the said Railway is intended to pass, without the Consent in Writing of the said *William Gore Langton*, his Heirs or Assigns, for that Purpose first had or obtained, or to authorize or empower the said Company, their Agents or Workmen, to take or use any Part of the said last-mentioned Lands except such Part thereof as they are by this Act empowered and authorized to take for the actual Line of the Railway and the Embankments necessary to support the same, or to authorize or empower the said Company, their Agents or Workmen, or any other Person, to dig, take, or use any Gravel from the said last-mentioned Lands or Grounds, or to work or manufacture thereon, or on any Part thereof, any Earth, Stone, Rubbish, Trees, Gravel, Sand, or other Materials or Things, without such Consent as aforesaid; and that nothing in this Act contained shall give or convey to the said Company, or any Person claiming under them, any Right or Interest whatsoever in the Surface of any Land or Grounds of the said *William Gore Langton* under which any Tunnel shall or may be made in the Execution of the Powers of this Act, except so far as shall be necessary for making Two Shafts, if the same shall be deemed expedient.

Limiting the Power of using Land belonging to *William Gore Langton*, Esquire.

LVI. And whereas the said Railway is intended to be carried under and across or over certain Roads maintained and kept in repair under and by virtue of an Act passed in the Tenth Year of the Reign of His late Majesty King *George the Fourth*, intituled *An Act for amending and otherwise improving several Roads leading into and from the City of Bath, and for making new Branches of Road to and from the same*, by means of a Tunnel and Bridges, in the several Places and Situations described on the several Maps or Plans herein-before stated to be deposited at the Office of the respective Clerks of the Peace of the Counties through which the said Railway is intended to pass; be it therefore further enacted, That where a Tunnel is proposed to be made under one of the said Roads called or known by the Name of the *Lower Bristol Turnpike Road*, near the

Directing how certain Works are to be executed connected with the same made under the Powers of 10G.4.c.101.

109<sup>m</sup> 50<sup>c</sup>

the *Cross Post Gate*, the present Level of the said Road shall not be altered without the Consent of the Trustees for executing the said Act, which Trustees are called and known by the Name of the Trustees of the *Bath Roads*; and when such Tunnel is completed there shall be, if required by the said Trustees of the *Bath Roads*, One Foot and Six Inches clear between the Top of the Masonry of such Tunnel and the Surface of the said Road: That the said Company shall and they are hereby required, at their own Costs, in the Parish of *Twerton* aforesaid, to set out, make, and complete a Diversion or new Line of Road, of not less than Forty Feet wide, including a Footpath of the Width of Five Feet, with proper Bounds and Fences to the same, from and out of the present Turnpike Road on the North Side of the Line of the proposed Railway as laid down and described in the said Maps or Plans, commencing at or near the Point where the Line of the said Railway is proposed to cross the said Turnpike Road at the West End of the Village of *Twerton* aforesaid, and terminating in the said Road at or near the Point where the Line of the said Railway is proposed to cross the said Road at the East End of *Twerton* aforesaid; which said Diversion of Road shall be so set out, made, and completed for the Purpose of keeping the said Diversion out of the Reach of Floods, so that no Part of the same shall be lower than a straight Line drawn from the Commencement to the Termination of such Diversion; and the Rise on any Part of the said Road shall not be more than Three Quarters of an Inch in a Yard; and where the said Diversion shall unite with the present Road on the Eastward Side thereof there shall be a good and sufficient Turning for Coaches, Waggons, and other Carriages; and which said Diversion of Road, when the same shall be so set out, made, and completed, shall be repaired and maintained by the said Trustees of the *Bath Roads*, and from thenceforth, and when and as soon as a convenient Road from the present Road communicating with such new intended Road near a certain Factory in the Parish of *Twerton* aforesaid, in the Occupation of *Charles Wilkins*, shall be completed to the Satisfaction of the Trustees of the said *Bath Roads*, and open for public Use, so much of the said present Turnpike Road as extends from the Entrance to a certain Road leading thereout to *Newton Saint Loe* to the Point where the present Road and the Road to be so made by the said Company shall unite, and which Portion will be rendered useless as a public Road, shall be vested in the Owners of the adjoining Lands in the Proportions following; (that is to say,) one Half in the Owner of the adjoining Land on one Side thereof, and the other Half in the Owner of the adjoining Land on the other Side thereof; and the said Company shall and they are hereby also required to make and provide Two sufficient and convenient Arches to communicate between the said Diversion and the said present Road, one of such Arches to be situate at the East End of such Diversion of Road, and the other of such Arches on the Eastward Side of a certain Factory in the Parish of *Twerton* aforesaid, in the Occupation of *Charles Wilkins*, called the *Lower Factory*, for the Accommodation of the Inhabitants of *Twerton*, such Arches to be made and executed to the Satisfaction of the Trustees of the said *Bath Roads*: That where the said Railway is intended to cross one other



## 3217

[Local.]

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the

the principal Arch: That where the said Railway is intended to cross the said Road to the Westward of a certain Lane leading to *Middle Hill*, in case the said Company shall be desirous of and shall determine to cross the said Road on its present Level, the said Company shall and they are hereby required, at their own Costs, to form and carry such Turnpike Road of its present Width over the said Railway so and in such Manner that the Ascent thereof to the Summit of such Railway Arch on the Westward Side thereof shall not exceed One Inch in a Yard, and on the Eastward Side thereof the Turnpike Road shall be raised to the Level of the Summit of the Railway Arch, and such Level continued until it reaches the Hill at the Western Entrance to *Box*; but in case the said Company shall be desirous of and shall determine to cross the said Road by means of a Bridge to be built over the said Road, then and in such Case the said Company shall and they are hereby required to build a good, firm, and substantial Bridge, of Brick, Stone, or Iron, or other durable Materials, over such Road, of not less than Twenty-four Feet wide in the Clear between the Piers thereof, and not less than Seventeen Feet high from the Level of the Road to the Crown of the Arch for Five Feet on each Side of the Centre of the same, with an Arch for Foot Passengers of Five Feet wide on the North Side thereof, and also a similar one on the South Side thereof, such Arches to be so constructed that sufficient Light may be admitted to the same from the principal Arch formed by the said Bridge: Provided always, that on so much of the said Railway as will be situate in a parallel Line with the said Diversion or new Line of Road herein-before directed to be set out and made in the said Parish of *Twerton* there shall be a Parapet Wall of not less Height than Four Feet and Six Inches above the said Railway, and the Height of which Wall above the said Road shall not be less than Eighteen Feet and Six Inches.

Regulations  
for lighting  
the Railway  
where it  
crosses the  
Bath Roads.

LVII. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, to do and perform and for ever to continue all such Acts and Things, in the Way of lighting, in and about the several Arches of the Bridges herein-before particularly mentioned and described to be erected over the said Roads under the Care and Management of the said Trustees of the *Bath Roads* as shall by the said Trustees of the said *Bath Roads* be deemed necessary and be required to be done for the public Safety by the said Company.

Levels of the  
Bath Roads  
not to be  
altered with-  
out the Con-  
sent of the  
Trustees.

LVIII. Provided always, and be it further enacted, That where any Bridge shall be erected over any of the said Roads under the Care and Management of the said Trustees of the said *Bath Roads* the Level of such Roads shall not be altered without the Consent of the said Trustees; and the Bridges hereby required to be constructed over the said Roads respectively, and all Works belonging to such Bridges respectively, and any temporary substituted Roads which during the Construction of such Bridges it may be necessary for the said Company to construct, under the Provisions for that Purpose herein contained, as well as such Deviations of Road aforesaid, shall be constructed and made and formed under the Direction and Superintendence from Time to Time of the General Surveyor for the

the Time being to the said Trustees; and that the Plans and Designs for the said Bridges, and the Works belonging thereto, shall be determined and approved of by the said Trustees or their General Surveyor for the Time being.

LIX. Provided also, and be it further enacted, That during the Construction of the said Bridges over the said Roads under the Care and Management of the said Trustees of the said *Bath* Roads, and the Works connected therewith, and after the said Bridges and the said Works shall have been constructed pursuant to the Directions herein contained, the said Company shall and they are hereby required at all Times to keep the said Bridges and Works in good and complete Repair, and also the Fences on each Side of the said Diversions in the said Roads herein-before directed to be made, for the Space of Five Years after the said Diversions shall be completed, to the Satisfaction of the General Surveyor for the Time being to the Trustees of the said *Bath* Roads; and in case of any Want of Repair to the said Bridges and other Works, or in the said Fences, during the Period aforesaid, or any of them, and Notice thereof be given to the said Company by or on behalf of the said Trustees of the said *Bath* Roads, if the said Company shall not for the Space of Seven Days after the Service of such Notice commence such Repair, and proceed therein with all reasonable Expedition until the same shall have been completed, it shall be lawful for the said Trustees 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 Trustees shall be paid, on Demand, by the said Company, or, in failure of Payment for Twenty-one Days after such Demand, the same may be recovered by the said Trustees from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

LX. And whereas the said Railway is intended to be carried under or over the *Wilts* and *Berks* Canal, or the *North Wilts* Branch thereof, maintained and supported under and by virtue of an Act passed in the Second Year of the Reign of His late Majesty King George the Fourth, intituled *An Act for incorporating the Company of Proprietors of the North Wilts Canal Navigation with the Company of Proprietors of the Wilts and Berks Canal Navigation; and for repealing the several Acts passed for making and maintaining the said Canals, and for consolidating the Powers and Provisions thereof in One Act of Parliament*, at Six different Places in the Counties of *Wilts* and *Berks*; 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 *Wilts* and *Berks* Canal, nor empower the said Railway Company to render the Depth of any of the Pounds of the said Canal less than Four Feet Six Inches from the Top-water Level, nor divert the Course of the said *Wilts* and *Berks* Canal, unless with the Consent of the Proprietors thereof, but that in the several Cases wherein the said Railway shall be carried under the said Canal a good and sufficient Aqueduct shall be built of Iron, Stone, or Brick, and the Waterway thereof shall not be less than Twelve Feet, and the Towing Path

Company to keep in repair the Bridges connected with the *Bath* Roads.

Reciting 2G.4. c. 97. and directing how the Railway is to be carried across the *Wilts* and *Berks* Canals.

Path not less in Width than Seven Feet, and that in the several Cases where the said Railway is carried over the said Canal a good and sufficient Viaduct shall be built of Iron, Stone, or Brick, and every such Viaduct shall have a clear and uniform Opening of not less than Twelve Feet for the Waterway and Seven Feet for the Towing Path under the same, and the Height of the Soffit of the Arch in the Centre thereof shall be at least Ten Feet, and no Part of the Arch over the Towing Path shall be less than Eight Feet above the Top-water Level of the said Canal, and the said Towing Path shall be Two Feet above the said Level, and the Navigation of the said Canal shall not be impeded during the Construction of any such Aqueduct or Viaduct, or at any future Time, by reason thereof, any further or otherwise than may be unavoidably necessary in constructing the same and doing the necessary Repairs thereto; and the said Railway Company shall at their own Expence, at all Times when requisite, maintain the said Aqueducts and Viaducts, with their respective Wing Walls, Parapets, Towing Paths, and Appurtenances, and every Work connected therewith necessary for the free and unobstructed Navigation of the said *Wilts* and *Berks* Canal, in good and perfect Order, Repair, and Condition, to the Satisfaction of the principal Engineer for the Time being of the said *Wilts* and *Berks* Canal Company, subject to Reference as is herein-after provided.

Compensation to be paid for stopping the Navigation of the Canal.

LXI. And whereas during the Construction of the said Railway a temporary Interruption may be occasioned to the Trade and Navigation of the said Canal; be it therefore further enacted, That as often as the free Navigation of the said Canal is obstructed during the Execution of any of the Works authorized by this Act, or during the Repairs of the same, or by reason of the bad State of Repair of any such Works, or by any Act or Omission of the said Railway Company, or any of their Agents, Servants, or Workmen, so that Boats or other Vessels may be prevented from navigating or using the said Canal, then and in any of the said Cases the said Railway Company shall pay to the said *Wilts* and *Berks* Canal Company, as or by way of ascertained Damages, the Sum of Fifty Pounds *per Diem* for every working Day, and in the same Proportion for any fractional Part of the Day, during which such Obstruction shall continue; and in case any or either of the Aqueducts, Viaducts, or other Works of the said Railway, which shall in any Way or Manner be connected with any Crossing of the said *Wilts* and *Berks* Canal, shall at any Time or Times be in want of Repair, and owing to such Want of Repair shall cause any Obstruction to or impede the Navigation of such Canal, and Notice thereof being given by the Clerk or Superintendent of the said Canal Company to the Secretary or Engineer for the Time being of the said Railway Company, the said Railway Company shall not for the Space of Three clear Days after such Notice commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said *Wilts* and *Berks* Canal Company from Time to Time to make and do all such Repairs to such Aqueducts, Viaducts, or other Works as may be necessary, and all the Expences thereof shall be repaid by the said Railway Company to the said *Wilts* and *Berks* Canal Company.

LXII. And



LXII. And be it further enacted, That in default of Payment, on Demand made of the Treasurer or other Officer for the Time being of the said Railway Company by the Clerk or Superintendent of the said *Wilts and Berks* Canal Company, either of the said Compensation for Damages or such Expences of Repairs to be respectively paid to the said last-mentioned Company as aforesaid, as the Case may be, the said *Wilts and Berks* Canal Company shall and may sue for and recover the same against the said Railway Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Directing  
how the same  
may be re-  
covered.

LXIII. And be it further enacted, That before the said Railway Company shall erect any Bridge or Viaduct over or construct any Aqueduct under the said *Wilts and Berks* Canal or any Branch thereof, the Form and Dimensions of such Bridge, Viaduct, or Aqueduct, if not previously agreed upon or consented to by the said Canal Company, shall be referred, at the Expence of the said Railway Company, to the Decision of Two Engineers, one to be appointed by the said Railway Company and the other by the said Canal Company; and if such Engineers shall not agree in the Premises the Matters in dispute shall be referred to a Third Engineer at the Expence of the said Railway Company, to be named as Umpire by the said Two Engineers, and the Decision of such Umpire shall be final; and the said Railway Company shall have Power only to construct every such Bridge, Viaduct, or Aqueduct according to the Specifications of the said Two Engineers, in case they shall agree on the same, or of the said Umpire, in case they shall not agree: Provided always, that if the said Canal Company refuse, or for the Space of One Calendar Month next after Notice signed by the Clerk or Secretary for the Time being of the said Railway Company, and left with the Clerk or Superintendent of the said Canal Company, or at his usual Place of Abode, requiring them to do so, shall neglect to nominate an Engineer on their Behalf, the said Railway Company shall have full Power to construct the said Bridge, Viaduct, or Aqueduct according to the Plans of their Engineer for the Time being: Provided also that in case any Engineer appointed by the said Canal Company shall die, or become incapable of acting, or shall refuse or for the Space of One Calendar Month after his Appointment shall neglect to act, then and in either of the said Cases the said Canal Company shall have Power to appoint, at the Expence of the said Railway Company, another Engineer in his Stead, within Ten Days after Notice given in manner herein before mentioned requiring them so to do; and in default of such Appointment the said Railway Company may construct such Bridge, Viaduct, or Aqueduct in like Manner as though no original Appointment of an Engineer had been made by the said Canal Company: Provided also that if the Engineers appointed as Arbitrators by the said Canal Company and by the said Railway Company respectively shall have named an Umpire, and either of such Arbitrators shall subsequently cease to act, all Matters remaining unsettled may be settled and determined, at the Expence of the said Railway Company, by the Arbitrator who shall continue to act and by the said Umpire, and the Specification of the said Bridge,

Bridges over  
the Canal to  
be construct-  
ed as directed  
by the Engi-  
neers of the  
Two Com-  
panies.

Viaduct, or Aqueduct made by such Arbitrator and Umpire shall be binding: Provided always, that the Award of the said Two Engineers respectively appointed as Arbitrators, or of their Umpire, (as the Case may be,) shall be made within Three Calendar Months from the Date of the Appointment of the said Two Engineers as Arbitrators, and in default thereof the said Railway Company shall have full Power to proceed with their Works in the same Manner as is herein-before mentioned in case of Refusal or Neglect by the said Canal Company to appoint an Arbitrator: Provided further, that whenever it may become necessary for the said Railway Company, either for the Construction of any of the Works authorized by this Act, or for the subsequent Repair of the same, to cause a Stoppage of the said *Wills* and *Berks* Canal, then and in every such Case the Secretary or Engineer of the said Railway Company shall give Seven clear Days Notice in Writing to the Clerk or Superintendent of the said Canal Company of the Time when such Stoppage is to begin, so that no Doubt or Question may arise as to the Commencement of the Interruption to the Navigation of the said Canal.

Saving the  
Rights of the  
Grand Junction  
Canal  
Company.

LXIV. And whereas the said Railway is intended to be carried over the Grand Junction Canal and the Navigable Cut therefrom to *Paldington* belonging to the Company of Proprietors of the said Grand Junction Canal, and also to be carried near to the Aqueducts, Embankments, Bridges, and other Works thereof, in the Parishes of *Hillingdon*, *Hays*, and *Acton*, all 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 and Navigable Cut, or either of them, or any Part thereof respectively; 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 said Company of Proprietors of the Grand Junction Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or Cut therefrom, or of the Towing and Foot Paths thereto, or of either or any of them, or any Part thereof, or in any Manner to obstruct or impede the Navigation of the said Canal or Cut therefrom, or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or which may be taken for the Use of or which supply the said Canal or Cut therefrom, or to interfere with or injure any of the Works of the said Canal or Cut therefrom, or to take or use any of the Lands or Buildings belonging to the said Grand Junction Canal Company, except for making the said Railway as herein-after expressly provided; and that it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated in the Maps or Plans of the said Railway deposited with the Clerk of the Peace for the County of *Middlesex*, by which Deviation any of the Locks, Side-ponds, Towing Paths, Bridges, Houses, Lock-houses, Lands, Banks, or Feeders, or any other Works of and belonging to the said Grand Junction Canal Company, or any of them, 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.

LXV. And

LXV. And be it further enacted, That, in carrying the said Railway over the said Grand Junction Canal and Navigable Cut therefrom to *Paddington*, the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, good and substantial Brick, Stone, or Cast Iron Bridges over the said Canal and Cut and the Towing Paths thereof, with proper Approaches to each such Bridge; and the Soffit of each such Bridge shall be at least Ten Feet above the respective Top-water Levels of the said Canal and Cut, and no Part of the Arch over the Towing Path shall be less than Eight Feet above the said Top-water Levels respectively; and each such Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening, measured in a direct Line, of not less than Twenty-two Feet for the Waterway and Eight Feet for the Towing Path under each such Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing each such Bridge over the said Grand Junction Canal and Cut therefrom, 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 and Cut of not less than Sixteen Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments of each of the said Bridges, and the new Towing Path along the same, up to One Foot above the respective Top-water Levels of the said Canal and Cut, and which Time shall not exceed Twenty-eight Days, nor shall less than Twenty-two Feet for the said Waterway and Eight Feet for the said Towing Path be left during the Remainder of the Period of constructing or repairing or renewing each 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 each such Bridge; and that the said several Bridges and Works shall be constructed and maintained to the Satisfaction of the principal Engineer for the Time being of the said Grand Junction Canal Company.

Directing how certain Bridges are to be erected over the Grand Junction Canal.

LXVI. Provided always, and be it further enacted, That in case the said Grand Junction Canal Company shall at any Time hereafter make the double Towing Path along the said Navigable Cut to *Paddington* (the Land for which Purpose hath been purchased by the said Company), then the said Railway Company shall and they are hereby required to make or suffer to be made, at their Expence, a proper and sufficient Towing Path within the Arch of each of the Bridges over the said Navigable Cut, or by an Arch of Six Feet in Width and Eight Feet in Height above the Top-water Level of the said Cut to be made under the said Railway, as may be deemed most expedient by the said Grand Junction Canal Company, for the Purpose of continuing the Line of the said double Towing Path.

In case a double Towing Path is made at *Paddington*, the Company to allow the same to pass through their Bridges.

LXVII. And be it further enacted, That the said Railway Company shall and they are hereby required at their own Costs and Charges to make, and at all Times for ever thereafter to maintain and keep in good and substantial Order and Repair, one Arch of the Width

Company to form and maintain an Arch across Yeading Brook.

of Twenty-two Feet and of the Height of Fifteen Feet in the Embankment proposed to be formed across the *Yeading Brook* otherwise called *Bull's Bridge Brook* or *Crane Brook* in the Parish of *Hayes*.

Compensation to be made to Grand Junction Canal Company if Passage on their Canal be impeded.

LXVIII. And be it further 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 any Bridge over the said Grand Junction Canal and Cut therefrom, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal or Cut therefrom, it shall happen that the said Canal or Cut, or the Towing or Foot Paths thereof, or any Part thereof, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Canal or Cut shall be impeded in their Passage, or shall not be able at all Times freely and uninterruptedly to pass along the same, then and in every 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 such Impediment or Obstruction shall continue, and so in proportion for any less Time than One Hour during which any such Impediment or Obstruction shall continue: 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 the Servants of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Grand Junction Canal Company the Sum of Twenty 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 Treasurer or any Officer of the 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 His Majesty's Courts of Record at *Westminster*; and in case the Bridges or Arches to be erected for the said Railway over the said Grand Junction Canal and Cut therefrom, or over the said *Yeading Brook*, or the Approaches, Side Slopes, or Banks of the said Railway near the said Canal and Cut, 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 Repairs, 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 His 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 Damage 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

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 said 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 by the said Grand Junction Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties, after 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.

LXIX. And whereas it is intended that the said Railway shall be carried over the Road leading from *London* to *Southall* in the County of *Middlesex*, and which Road is under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, by means of a Bridge to be erected by the said Company for that Purpose; be it therefore enacted, That the said Company shall and they are hereby authorized and required to construct, at their own Expence, a good and sufficient Bridge, with proper Walls and Approaches thereto, for carrying the said Railway over the said Road from *London* to *Southall* at the Place where the said Railway (as delineated in the Plan thereof deposited with the Clerk of the Peace for the County of *Middlesex*) crosses the said Road, and that such Bridge shall be so constructed as to leave beneath the Arch thereof a clear Width of Carriageway of not less than Forty Feet, together with an additional clear Width of Footway on each Side of the said Carriageway of not less than Ten Feet each, and that the Height of the Arch or Opening of the said Bridge from the Surface of the said Road shall be at the Springing of such Arch not less than Eighteen Feet, and at the Soffit of such Arch not less than Two Feet above such Springing.

Regulating  
the Con-  
struction of  
Bridges over  
the Metro-  
polis Road  
herein  
described.

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Intro

LXX. And whereas for the Purpose aforesaid it will be necessary to alter the present Level of the said Road, and it has been agreed that such Alteration shall be made, under the Superintendence of the Surveyor General for the Time being of the said Commissioners, in manner herein-after mentioned, and by Persons to be employed by him, but at the Expence of the said Company; be it therefore enacted, That at the Point where the said Railway shall be carried across the said Turnpike Road the surface Level of the said Road shall be lowered to a Depth of not more than Ten Feet, and shall be carried thence by a regular and constant Inclination to the Eastward and to the Westward for a Distance of not less than Fourteen Chains each Way until it shall meet with a corresponding Level on the existing Surface of the said Road; and the Soil to be removed in lowering the Road as aforesaid, or so much thereof as the Surveyor General for the Time being to the said Commissioners may require, shall be conveyed, at the Expence of the said Company, to any Part of the

The Works  
connected  
with the Al-  
teration of  
the Road  
from *London*  
to *Southall*  
to be per-  
formed by  
the Surveyor  
General to  
the Commis-  
sioners of the  
Metropolis  
Roads, but at  
the Expence  
of the Com-  
pany.

[Local.]

36 B

said

said Road between the East End of the Bridge over the River *Brent* and the Line of the said Railway, as the said Surveyor General may indicate; all which Alterations, as well as all Drains, Sewers, Cess-pools, Water Channels, or other Works or Conveniences, whether permanent or temporary, which may be deemed necessary by the said Commissioners or their Surveyor in consequence of the lowering of the said Road, and for the Preservation thereof for the Distance of Fourteen Chains on either Side of the said Railway, shall be constructed under the Superintendence and Direction of the said Surveyor and by Persons to be employed by him, but at the Costs and Charges in all Things of the said Company; and in case of Nonpayment of the Expences thereby incurred for the Space of Twenty-one Days after Demand, the same may be recovered against the said Company by the said Commissioners, together with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Regulations  
for lighting  
and watching  
the Railway  
where same  
crosses the  
Metropolis  
Roads.

LXXI. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, to do and perform, and for ever to continue, all such Acts and Things, in the way of watching and lighting, and other precautionary Measures, upon and about the said Bridge of the said Railway by which the same shall be carried over the said Portion of the Metropolis Roads, as shall by the Surveyor General for the Time being to the said Commissioners be deemed necessary and required to be done by the said Company, for the public Safety, Convenience, and Protection of the said Metropolis Roads, by reason of the Construction and using of the said Railway.

All Works  
connected  
with the  
Metropolis  
Roads to be  
constructed  
under the  
Superinten-  
dence of the  
Surveyor  
General to  
the Commis-  
sioners.

LXXII. Provided always, and be it further enacted, That the Bridge hereby required to be constructed over the said Metropolis Roads, and all Approaches, Walls, and other Works belonging to such Bridge, and any temporary substituted Road which during the Construction of such Bridge it may be necessary for the said Company to construct under the Provisions for that Purpose contained in this Act, and the Depth and Strength of Materials of such Road, and also all Repairs and Renewals of the said Bridge 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 Surveyor General for the Time being to the Commissioners of the Metropolis Roads; and that the Plan and Design for the said Bridge and the Works belonging thereto, and which shall be as ornamental as shall be consistent with the Nature and Situation of the Work, and that the Materials whereof the same shall be constructed, shall be determined and approved of by the said Surveyor General for the Time being; and previously to the Commencement of the said Bridge, and other Works, Plans, Sections, and Specifications thereof, to be made at the Expence of the said Company, shall be submitted to and approved of by the said Surveyor General for the Time being; and in case in the Construction of the said Bridge the said Company shall do or cause any Injury or Damage to the said Metropolis Roads, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction



Satisfaction of the Surveyor General to the said Commissioners of the Metropolis Roads, 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 Metropolis Roads or any of them, or of the Drains, or Sewers under the same, shall in the Judgment of the said Surveyor for the Time being be rendered necessary, then and in any of such Cases it shall be lawful for the said Surveyor General 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 His Majesty's Courts of Record at Westminster.

LXXIII. Provided also, and be it further enacted, That the said Company in constructing their said Railway, so far as the same shall be connected with the said Metropolis Roads, shall not deviate from the Line delineated in the said Plan deposited with the Clerk of the Peace for the County of *Middlesex*, nor shall the Bridge hereby authorized and required to be made over the said Portion of the Metropolis Roads be made at any other Place than the Place marked out for that Purpose in the said Plan, without the Consent in Writing of the Surveyor General to the Commissioners of the Metropolis Roads for any of the Purposes aforesaid first had and obtained.

Company not to deviate from the Line, so far as affects the Metropolis Roads, without Consent of Surveyor General.

LXXIV. And whereas it is intended that the said Railway hereby authorized to be made shall communicate with the *London and Birmingham* Railway; be it therefore enacted, That all Communications between the said Railway hereby authorized to be made and the *London and Birmingham* Railway, and all such Openings in the Ledges or Flanchies of the said *London and Birmingham* Railway as may be necessary or convenient for effecting such Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *London and Birmingham* Railway Company.

Communication with the *London and Birmingham* Railway to be made under the Direction of their Engineer.

LXXV. And be it further enacted, That the said Railway hereby authorized to be made, or any Branch therefrom, or any other Railway or other Road to be hereafter made by virtue of this Act, which shall or shall be intended to cross or intersect the *London and Birmingham* Railway, except only for the Purpose of communicating therewith, shall not be made or laid down on the Level of the said *London and Birmingham* Railway, but in all Cases the same shall be made and carried either over by means of a Bridge or beneath by means of a Tunnel or Arch; and such Bridge, Tunnel, or Arch shall be built and constructed under the Direction and Superintendence of the Engineer for the Time being of the said *London and Birmingham* Railway, and so as not to injure the said *London and Birmingham* Railway, or obstruct or hinder the free Passage over, upon, or along the same.

Railway not to cross the *London and Birmingham* Railway on a Level.

LXXVI. Pro-

Not to take the Lands or interfere with the Works of the London and Birmingham Railway Company, without Consent.

LXXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to authorize or enable the said Great Western Railway Company, in making and constructing or maintaining the said Railway, to take or enter upon any of the Lands or Grounds belonging to the *London and Birmingham Railway Company*, or to alter, vary, or interfere with the said *London and Birmingham Railway*, or any of the Works thereof, further or otherwise than is hereby expressly authorized, without the Consent in Writing of the said *London and Birmingham Railway Company* in every Instance for that Purpose first had and obtained.

Saving the Rights of the London and Birmingham Railway Company established by 3 & 4 W. 4. c. 36.

LXXVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *London and Birmingham Railway Company*, established and incorporated by an Act passed in the Third Year of the Reign of His present Majesty King *William* the Fourth, intituled *An Act for making a Railway from London to Birmingham*, but saving and reserving to the said *London and Birmingham Railway Company* all the Rights, Privileges, and Franchises of the said Company, and also saving and reserving all such Powers, Authorities, and Provisions in the said Act contained as if this Act had not been passed.

Limiting Deviations from Plan.

LXXVIII. And be it further enacted, That the said Company in making the said Railway and other Works by this Act authorized shall have full Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited with the Clerks of the Peace as herein-before mentioned, with such Deviation in the Section as may be necessary in consequence thereof: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards, and in passing through any City or Town such Deviation shall not extend to a greater Distance than Ten Yards, from the Line so delineated upon the said Plans; nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference, without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake, and unless the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Where small Parcels of Land are intersected, Company compellable to purchase the whole.

LXXIX. And be it further enacted, That if in the Execution of any of the Powers of this Act any Land shall be cut through and divided so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than Half a Statute Acre in Quantity, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be so left on either Side of the said Railway, then and in every such Case, if such Owner shall so require, but not otherwise, the said Company shall also purchase the Land so left on both or on either of the Sides of the said Railway, being less than Half a Statute Acre in Quantity as aforesaid, the Value thereof to be ascertained (if the Parties differ about the same)



in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left, he may require the said Company, at the Expence of the said Company, to throw the same into the adjoining Land of such Owner, by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner.

LXXX. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation (who shall be willing to sell the same) for the Purchase of any Lands, not exceeding in the whole Fifty Statute Acres, in addition to the Lands herein-before authorized to be taken and used, in such Places as shall be deemed eligible, for the Purpose of making and providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences, for receiving, depositing, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things, conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking by this Act authorized which the said Company shall judge requisite; and it shall be lawful for all Persons and Corporations, including especially such Persons and Corporations as are herein-before capacitated to sell and convey other Lands, and to release Rents and other Charges for the Purposes of this Act, to sell or grant and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein-before mentioned, or any of them, and to release Rents and other Charges thereon, or to enfranchise any such Lands, being of Copyhold or Customary Tenure, in the same Manner as is herein-before directed concerning the Lands to be taken for the Purpose of making the said Railway and other Works by this Act authorized.

Empowering  
Company  
to purchase  
Fifty Acres  
of Land for  
the Purpose  
of additional  
Stations.

LXXXI. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of such additional Lands as they are by this Act empowered to purchase, and shall have actually purchased, for the Purposes of additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences, as herein-before authorized, or such Parts of such Lands as the said Company shall think proper, and in such Manner, and for such Considerations, and to such Persons as the said Company shall think proper, and again to purchase other Lands which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner herein-before mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and held by the said Company for the Purposes herein-before mentioned shall not exceed at any One Time the Number of Acres for those Purposes expressly specified or allowed in this Act.

Company au-  
thorized to  
sell such addi-  
tional Lands,  
and after-  
wards to pur-  
chase other  
Lands for  
the same  
Purposes.

LXXXII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to permit or authorize the said Company, their Agents or Workmen, or any other Person, (excepting  
[Local.]

Stations, &c.  
not to be  
erected in the  
Parish of  
Sonning.

for the Purpose of and during the Construction of the said Railway,) to construct or make any Station, Yard, Wharf, Waiting, Loading, or Unloading Place, or to place any stationary Engine, in any Lands or Grounds within the Parish of *Sonning* in the County of *Berks*, save and except within the Space of Two hundred and fifty Yards of the River *Kennet*, unless with the Consent in Writing of the Owner of the Lands whereon it may be proposed to construct or make such Station, Yard, Wharf, Waiting, Loading, or Unloading Place, or to place such stationary Engine.

No Station or Building to be erected, or Bricks made or deposited, on any Land belonging to Messrs. Wood.

LXXXIII. Provided also, and be it further enacted, That the said Company shall not, nor shall their Agents or Workmen, or any other Person or Persons, construct or make, or cause or permit to be constructed or made, any Station, Yard, Wharf, Waiting, Loading, or Unloading Place, or erect, construct, or place any stationary Engine, or any Cottage or Building whatsoever, except Bridges, or make, burn, or deposit any Bricks, on any Land or Ground in the Parishes of *Ealing* and *Acton* in the said County of *Middlesex*, or either of them, which now belong to *James Richard Wood* Esquire, *George Wood* Esquire, and *Edward Wood* Esquire, or any of them, without the Consent of them or him, or other the Owner or Owners of such Land or Ground, or if the same Land or Ground shall have been purchased or taken for any of the Purposes of the said Act, of the Owner or Owners of the adjoining Land or Ground of which the same Land or Ground formed Part.

No Part of the Land of Messrs. Wood to be used for depositing Earth or getting Materials.

LXXXIV. Provided always, and be it further enacted, That in making and executing the said Railway, or the several other Works by this Act authorized, it shall not be lawful for the said Company, their Agents or Workmen, or any other Person or Persons, to enter into or upon or take or use any Lands which are now the Property of the said *James Richard Wood*, *George Wood*, and *Edward Wood*, or any of them, other than the Land which shall be taken for making the said Railway, for the Purpose of boring, digging, cutting, embanking, and soughing, or of removing, laying, or depositing thereon the Earth, Clay, and other Materials which shall have been taken out in excavating deep Cuttings, or of getting or procuring Earth and Materials from such Lands, or any Stone, Rubbish, Gravel, or Sand, or any other Materials or Things which might otherwise have been dug or obtained therefrom in the Execution of the Powers contained in this Act, if this present Clause was not inserted therein.

To compel the Purchase of the Vicarage House, &c. of *Twerton*, belonging to *Oriel College*, *Oxford*.

LXXXV. And whereas the said intended Railway is to be formed in or on Part of the Orchard to the Vicarage House of the Vicarage of *Twiverton* otherwise *Twerton* in the County of *Somerset* and Diocese of the Bishop of *Bath* and *Wells*, being an Orchard close or very near to the Vicarage House, and also through a Paddock and Garden claimed to belong to the Provost and Scholars of the House of the *Blessed Virgin Mary* commonly called *Oriel College*, in the University of *Oxford*, being a Paddock and Garden adjoining the said Orchard, and occupied therewith by the said Vicar, of which Vicarage the said Provost and Scholars are the Patrons; be it therefore

fore enacted, That the said Company shall not be at liberty to purchase any Part of the Glebe of the said Vicarage of *Twiverton* otherwise *Twerton*, or of the said Paddock and Garden so claimed to belong to the said Provost and Scholars, without purchasing the Vicarage House, and Offices, Garden, and Orchard attached thereto, and also the said Paddock and Garden claimed to belong to the said Provost and Scholars; and that any Part of the Compensation to be payable to the Vicar for the Time being of the said Parish of *Twiverton* otherwise *Twerton*, for or in respect of such Vicarage House, Offices, Garden, and Orchard as may be taken from that Vicarage, for the Purposes of this Act, may, on Petition to the Court of Exchequer by the Vicar and Patrons for the Time being of that Vicarage and with the Consent of the Ordinary for the Time being of the Diocese, be laid out in purchasing or in enlarging or otherwise rendering any House fit for or in erecting any new Vicarage House on any Lands being now or being at that Time by Purchase Part of the Glebe of the said Vicarage of *Twiverton* otherwise *Twerton*, and also suitable Outhouses and Offices and Garden Walls to the said Vicarage, House, to be approved by the Vicar, Patrons, and Ordinary for the Time being of the same Vicarage; and that no Part of the said Vicarage House, Offices, Garden, and Glebe (except the Orchard and the said Paddock and Garden belonging to the said Provost and Scholars) shall be taken possession of by the said Company within the Term of Three Years from the Time of passing this Act, unless in the meantime the Vicar for the Time being shall, by Purchase or by building, have obtained a new Vicarage House, and shall be resident in the same new Vicarage House; and that the said House, Offices, Garden, and Orchard, Part of the Vicarage of *Twiverton* otherwise *Twerton*, and also the said Paddock and Garden belonging to the said Provost and Scholars, to be so purchased or acquired by the said Company, and not wanted for the Purposes of this Act, shall be sold by the said Company, under and subject to the Provisions and Regulations herein-after contained, and that the Site of the same shall not be deemed a Part of the Fifty Acres authorized to be purchased for Stations, Wharfs, and other Conveniences.

LXXXVI. And whereas the said Company, in addition to the Lands hereby authorized to be taken for making the said Railway and other Works, are enabled to purchase, of Persons and Corporations willing to sell the same, Fifty Statute Acres of Land, by virtue of this Act, for the Purpose of providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences, and all Persons and Corporations whomsoever are empowered to sell such Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling Lands so purchased from Persons and Corporations, being under legal Disability or Incapacity, and again purchasing other Lands from the same or from any other Persons or Corporations being under legal Disability or Incapacity, in lieu of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee, or Feoffee in Trust for charitable or other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or from

Restraining  
Company  
fr not pur  
c 'sing more  
than Fifty  
Acres of  
Land for ad-  
ditional Sta-  
tion 'sfr om in-  
capacitated  
Persons.

any

any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person, being under legal Disability or Incapacity, more than such Fifty Statute Acres; and in case the said Company shall purchase such Fifty Statute Acres from any Person or Corporation under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Fifty Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same, or of or from any other Person or Corporation, being under legal Disability or Incapacity, nor for the same, nor for any other Person or Corporation, being under legal Disability or Incapacity, to sell to the said Company any other Lands in lieu of such Fifty Statute Acres of Land, or any Part thereof, so sold or disposed of by the said Company.

Company not  
to claim  
Mines, &c.  
under Land  
purchased.

LXXXVII. And be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals under any Land purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals as may be necessary to be dug or carried away or used for the Purposes of this Act, or as may be found not deeper than the Line of the Section herein-before mentioned and referred to, (unless the said Mines shall have been expressly purchased and conveyed by the Owner thereof to the said Company,) but all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid shall (unless the contrary be expressed) be deemed to be excepted out of the Purchase and Conveyance of such Lands, and may, subject to the Restrictions herein-after contained for the Purchase thereof by the said Company, be worked by the respective Owners or Lessees thereof under the said Lands, or the Railway or other Works of the said Company, as if this Act had not been passed; provided that in the working of such Mines or Minerals no Damage be wilfully done to the said Railway or Works, and that the said Mines and Minerals be not worked in an improper Manner.

Owners of  
Mines to give  
Notice to the  
Company of  
theirinten-  
tion to get,  
and Company  
to have  
Liberty to  
purchase.

LXXXVIII. Provided always, and be it further enacted, That when and so often as the Proprietor or Lessee or Tenant of any Mines of Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals lying under the said Railway and Works, or any of them, or within the Distance of Forty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Company under his Hand of such Intention at least Twenty-one Days before he shall begin to work such Mines, and upon the Receipt of such Notice it shall be lawful for the said Company to inspect such Mines, or cause the same to be inspected, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase of and to purchase any such Mines or Minerals, or any Part thereof, the getting and working of which may appear to the said Company likely to prejudice or damage the said Railway or other Works; and in case the said Company,  
and

and such Proprietor, Lessee, or Tenant, do not agree as to the Amount or Value of such Mines or Minerals, the same shall be ascertained and settled by the Verdict of a Jury, as is herein-before directed with respect to the Lands which shall or may be taken for the Purposes of this Act : Provided nevertheless, that in case the said Company do not before the Expiration of such Twenty-one Days declare their Desire to purchase the said Mines, and do not treat with such Proprietor, Lessee, or Tenant for the same, then it shall be lawful for the Proprietor, Lessee, or Tenant of such Mines and he is hereby authorized to work and get such Part of the said Mines as lie under the said Railway and Works or within the Distance aforesaid, without being liable to the said Company for any Damage that may be done thereby, unless such Damage be wilfully done, or be caused by the working of the said Mines in an improper Manner.

LXXXIX. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines under the said Railway, or within the Distance of Forty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines, (such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased,) to cut and make such and so many Airways, Headways, Gateways, or Water-levels through the Mines, Measures, or Strata so purchased by the said Company as may be requisite to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, and get the Minerals on each Side of the Mines so purchased as aforesaid : Provided always, that no Airway, Headway, Gateway, or Water-level shall be of greater Dimension or Section than Eight Feet wide and Eight Feet high; and the respective Proprietors, Lessees, or Tenants of such Mines, or other the Persons cutting and making the same, shall allow and repay unto the said Company, for all Coal or other Minerals worked or obtained by them from and out of such Airway, Headway, Gateway, or Water-level, at the same Rate or Price at which the said Company shall have purchased and paid for the said Mines : Provided also, that no Airway, Headway, Gateway, or Water-level shall be so cut or made as in any way to injure the said Railway or Works, or to obstruct or impede the Passage upon or along the said Railway.

If Company purchase Mines, Owners of Mines adjoining on each Side of the Railway may make Communication.

XC. And for the better ascertaining whether any such Mines are being worked or got, or about to be worked or gotten, so as to pre-judice or damage the said Railway and other Works, or any of them, be it further enacted, That it shall be lawful for the said Company, by themselves, their Agents and Workmen, from Time to Time and at all Times hereafter, to enter upon any Lands through or near which the said intended Railway and other Works shall pass, wherein any such Mines shall be found, or shall be working or be supposed to be working, and likewise to enter into and return from any Coal Pits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling, Ropes, Machines, Apparatus, or Machinery belonging to such Proprietors, Lessees, or Tenants, and to view, search, bore, dig, and measure, latch and use all other Means for dis-

For discovering whether Mines are working under the Railway.

[*Local.*]

36 D

covering

covering the Distance of the said intended Railway and other Works from the Working Parts of such Mines respectively; and in case it shall appear that any such Mines have been worked or got contrary to the Directions of this Act, it shall be lawful for the said Company to give Notice to the Proprietors, Lessees, or Tenants of any such Mines who have so worked or got the same contrary to the Directions of this Act respectively, to adopt and construct the requisite Means and Supports for sustaining, securing, and making safe the said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got contrary to the Directions of this Act; and in case the said Proprietors, Lessees, or Tenants respectively shall not immediately after such Notice proceed to secure and make safe the said Railway and Works, and use due Diligence in effecting the same to the Satisfaction of the said Company or their Engineer, then and in every such Case it shall be lawful for the said Company, their Agents and Workmen, at the Expence, Costs, and Charges of such respective Proprietors, Lessees, and Tenants of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works; and such Expences, Costs, and Charges shall be recovered by the said Company from such Proprietor, Lessee, or Tenant who shall so respectively have worked or got the same contrary to the Directions of this Act, in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered, and shall be applied for the Purposes of this Act.

No Shaft to  
be sunk under  
the Railway.

XCi. And be it further enacted, That no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the Line of the said intended Railway or Works, but it shall be lawful for any Proprietor, Lessee, or Tenant of any Mines or Works on each Side of the said Railway to fix all such Ropes, Chains, Connexion Rods, and other Matters as may be necessary for working the said Mines, in conformity with the Provisions of this Act, over, under, across, near, or by the said Railway, provided that by so doing such Proprietor, Lessee, or Tenant do not injure such Railway or Works, or interrupt in any Manner the free Passage upon or along the same.

Railway not  
to cross  
Turnpike  
Roads on a  
Level.

XCII. And be it further enacted, That where the said Railway shall cross any Turnpike Road either such Turnpike Road shall be carried over the said Railway or the said Railway shall be carried over the said Turnpike Road, at the Expence of the said Company, by means of a Bridge, where not otherwise provided for by this Act, of such Construction as is herein-after mentioned.

In crossing  
public Roads  
Ledge not to  
rise or sink  
more than  
One Inch.

XCIII. And be it further enacted, That where the said Railway shall cross any public Highway other than a Turnpike Road the Ledge or Flanch of such Railway for the Purpose of guiding the Wheels of the Carriages thereupon shall not rise above nor sink below the Level of such Road more than One Inch.

XCIV. And

XCIV. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any public Carriage Road the Span of the Arch of such Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of such Road to the Centre of such Arch of not less than Sixteen Feet, and the Descent under any such Bridge shall not exceed One Foot in Thirteen Feet.

Regulations  
asto Width  
and Height  
of Bridges for  
carrying Rail-  
way over  
public Roads.

XCV. And be it further enacted, That where any Bridge shall be erected for carrying any public Carriage Road over the said Railway the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Fifteen Feet, and the Ascent of every such Bridge for the Purpose of such public Carriage Road shall not be more than One Foot in Thirty Feet, and with respect to any private Carriage Road not more than One Foot in Thirteen Feet, and a good and sufficient Fence shall be made on each Side of such Bridge, which Fence shall be not less than Four Feet above the Surface of such Bridge: Provided always, that in all Cases where any Bridge shall be erected over the said Bath Turnpike Roads there shall be Parapet Walls built on each Side of the said Bridges of the Height of Four Feet and Six Inches and a close Fence of not less than Four Feet and Six Inches in Height shall be extended on each Side of the Approaches to the said Bridges, for the Distance of Twenty-five Yards from the Centre of such Bridges, if required by the said Trustees.

Regulating  
Ascent of  
Bridges for  
carrying  
public Roads  
over Railway.

See Sect 16y 2  
1836 Act  
no 12  
ascend in  
this Section  
agreed by  
Section 15  
1836 Act

XCVI. And be it further enacted, That in case it shall be found requisite to form Shafts, Pits, Eyes, or Openings to or from any Tunnel to be made for the Purposes of this Act, it shall be lawful for the said Company to sink and construct such Shafts, Pits, Eyes, or Openings in such Places as the said Company shall think necessary, but such Shafts, Pits, Eyes, or Openings shall not be sunk or constructed in any public Highway.

Openings  
into Tunnels  
not to be  
made in pub-  
lic Highways.

XCVII. And be it further enacted, That where the said Railway shall cross the Road leading from *Brentford* to *Hanger Hill* and *Harrow* the same shall be made in a covered Way under such Road, at a Depth of at least Eighteen Feet from the present Surface of the said Road, at the Place at which the said Railway is described to cross the same according to the Line delineated on the Maps or Plans deposited with the said Clerks of the Peace as herein-before is mentioned, and such covered Way shall extend to such Length not exceeding in the whole a Quarter of a Mile in Length, and such Part of the Tunnel (except within the Distance of One hundred Feet on each Side of the said Road) shall be made and extend towards the East or toward the West Sides of the said Roads, as *James Richard Wood* Esquire, or the Owner of the Mansion House and Lands called *Hanger Vale*, and *George Wood* Esquire, the Owner of the Mansion House and Lands called *Hanger Hill*, or either of them; and that for Passage along the

If the Rail-  
way crosses  
the Road  
from *Brent-  
ford* to *Har-  
row*, a Tunnel  
not exceed-  
ing a Quarter  
of a Mile to  
be made.



Time being of the said Mansions and Lands, shall agree upon and direct.

Company not  
to take more  
Land than  
necessary,  
nor acquire  
Property in  
the Surface  
over such  
Tunnel.

XCVIII. Provided always, and be it further enacted, That the said Company shall not purchase or take more of the Land or Ground under which the covered Way through which the said Railway shall cross the said Road leading from *Brentford* to *Hanger Hill* and *Harrow*, or any Part thereof, shall be made, as aforesaid, than shall be necessary for making the said covered Way, and such Eyes or Openings as shall be required for the same; and that nothing in this Act contained shall extend to empower the said Company to purchase or take or acquire any Property in any other Part of the Surface of the Land or Ground under which such Tunnel or any Part thereof shall be made.

Company not  
to make any  
Branch to or  
through  
Eton.

XCIX. And be it further enacted, That notwithstanding any thing in this Act contained it shall not be lawful for the said Company to alter or divert in a Southern Direction any Part of the said Line of Railway in the Parishes of *Langley Marish*, *Upton cum Chalvey*, *Stoke Poges*, *Farnham Royal*, and *Burnham*, in the County of *Bucks*, as at present laid down in the Plan thereof deposited with the Clerk of the Peace for the said County of *Bucks*, further than to the Extent of One hundred Yards, nor to form, make, or lay down, or aid, encourage, or in any Manner assist or concur in forming, making, or laying down, any other Railway or Tramroad, or other Road or Way whatsoever, to the South of the said Line, passing or approaching within Three Miles of the said College of *Eton*, and communicating with the said Railway hereby authorized to be made, without the Consent of the Provost and Fellows for the Time being of the said College of *Eton*, to be signified by some Writing under their Corporate Seal.

No Person  
or Company  
to make a  
Branch to or  
through  
Eton.

C. And be it further enacted, That notwithstanding any thing in this Act contained it shall not be lawful for any Company or any Person whomsoever to form, make, or lay down any Branch Railway or Tramroad or other Road or Way whatever passing or approaching within Three Miles of the said College of *Eton*, and communicating with the said Railway hereby authorized to be made, without the Consent of the Provost and Fellows for the Time being of the said College of *Eton*, to be signified by some Writing under their Corporate Seal.

No Depôt,  
&c. to be  
within Three  
Miles of Eton  
College.

CI. Provided always, and be it further enacted, That no Depôt, Station, Yard, Wharf, Waiting, Watering, Loading, or Unloading Place shall be made or constructed by the said Company within the Parishes of *Langley Marish*, *Upton cum Chalvey*, *Stoke Poges*, *Farnham Royal*, and *Burnham*, in the said County of *Bucks*, being within Three Miles of the said College, without the Consent of the Provost and Fellows for the Time being of the said College of *Eton*, to be signified by some Writing under their Corporate Seal.

rise or  
more than  
One Inch.

CII. Provided also, and be it further enacted, That the said Companies are hereby required, at their own Expence, to erect,

erect; and at all Times thereafter to maintain and keep in perfect Repair, a good and sufficient Fence on each Side of such Part of the said Railway as passes through the said Parishes of *Langley Marib, Upton cum Chalvey, Stoke Poges, Farnham Royal, and Burnham*, in the said County of *Bucks*, for the Distance of Four Miles.

each Side of the Line for Four Miles through certain Parishes near Eaton.

CIII. And be it further enacted, That the said Company shall at all Times, at their own Costs and Expences, in every respect maintain a sufficient additional Number of Persons for the Purpose of preventing or restricting all Access to the said Railway by the Scholars of *Eton College* aforesaid, whether on the Foundation or otherwise, on such Part of the said Railway as is herein-before directed to be fenced off; and that the said Persons shall be appointed by the Directors of the said Company, subject always to the Approval of the Provost and Head Master, or either of them, for the Time being, of *Eton College* aforesaid, and shall be of such Number as the said Provost and Head Master, or either of them, shall think requisite and determine, and shall in every respect be under the Orders, Control, and Direction of the said Provost and Head Master, or either of them, and shall be liable to be dismissed by the said Directors, upon the Representation and Demand of the said Provost and Head Master, or either of them.

Company to appoint an additional Number of Persons to prevent the Eton Scholars from using the Railway.

CIV. Provided always, and be it further enacted, That in all Cases wherein, in the Exercise of any of the Powers hereby granted, any Part of any Carriage or Horse Road, Railway or Tramroad, either public or private, shall be found necessary to be cut through, raised, sunk, taken, or so much injured as to be impassable or inconvenient for Passengers or Carriages, or to the Persons entitled to the Use thereof, the said Company shall, at their own Expence, before any such Road shall be so cut through, raised, sunk, taken, or injured as aforesaid, cause another good and sufficient Road (as the Case may require) to be set out and made instead thereof, and such new Road shall be as convenient for Passengers and Carriages as the said Road so to be cut through, raised, sunk, taken, or injured as aforesaid, or as nearly so as may be; and where the Road cut through, raised, sunk, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made, and the principal Road shall be restored, within Six Calendar Months after the Commencement of the Operation.

Providing for Injury to Roads.

*See Section 7  
1836 Act*

CV. And be it further enacted, That in all Cases wherein the said Railway shall cross any public Highway on a Level the said Company shall erect and at all Times maintain good and sufficient Gates across the said Railway at the Point where it shall cross such public Highway, all which Gates shall be constantly kept shut by some Person to be appointed by the said Company (and which Person the said Company are hereby required to appoint, under a Penalty of Five Pounds for each Default), except during the Times when Carriages passing along the said Railway shall have to cross such public Highway, and then the said Gates shall be opened for the Purpose only of letting such Carriages pass through; and that such Gates shall be so constructed as when opened for Passage along

Where the Railway shall cross public Highways on a Level, Company to erect Gates.

the said Railway they shall close the Passage of the said public Carriage Roads across the said Railway; and the Person entrusted with the Care of such Gates shall cause every such Gate to be shut as soon as such Carriages shall have passed through the same, under the Penalty of Forty Shillings for every Default therein.

Company to  
erect Gates  
for the Pro-  
tection of  
adjoining  
Lands.

CVI. And be it further enacted, That the said Company shall, at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith make and erect, and from Time to Time maintain, such and so many convenient Gates in, upon, and adjoining the said Railway, and such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as Two or more Justices of the Peace acting within their Jurisdiction shall, upon the Application of the Owner or Occupier of any Lands, judge necessary and appoint (in case there shall be any Dispute about the same), for the Use of the Owners or Occupiers of the respective Lands through which such Railway shall be made, and for the commodious Use and Occupation of the Lands on either Side of the said Railway, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout, by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, in Carts and other Carriages, across or along such Lands, in such Manner as to do as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as herein-before directed, or any of them, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make and erect, or, as the Case may require, to maintain and repair, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made and erected as aforesaid, so that in making, erecting, repairing, or maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid the said Railway, or any of the Works by this Act authorized to be made or constructed by the said Company, shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary.

and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices (in case there shall be any Dispute about the same), shall be repaid to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired and maintained such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company within the Space of Five Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid, the said Justices are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; or the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is by this Act directed: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made, or shall be erected or made, over or under the said Railway or any Part thereof, at or in any Place or Manner at or in which the same would if so erected or made prevent or obstruct the working or using the said Railway.

CVII. And be it further enacted, That the said Company shall, at their own Expence, after any Part of the said Railway shall have been laid out and formed through any Land or Ground in the said Parishes of *Ealing* and *Acton*, or either of them, belonging to the said *James Richard Wood*, *George Wood*, and *Edward Wood*, or any of them, forthwith make and erect, and from Time to Time for ever hereafter make and maintain in sufficient Repair and Condition, such and so many Bridges over the said Railway, not exceeding One Bridge for every Four hundred Yards of such of the said Lands as shall be divided by the said Railway, and in such Places, as the said *James Richard Wood*, *George Wood*, and *Edward Wood*, or such of them as is the Owner of the respective Land so divided, or other the Owner or Owners for the Time being of such Land respectively, shall require and direct; and every such Bridge shall be made and continued of such Width as to leave a clear and open Space of not less than Fifteen Feet for the Width of the Road over the same, and the Ascent of every such Bridge shall not be more than One Foot in Eighteen Feet, and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge; and in case the said Company shall refuse or neglect to make or maintain such Bridges, or any of them, for the Space of Ten Days after the Time which shall be appointed for those Purposes respectively by Two or more Justices of the Peace for the said County of *Middlesex*, upon the Application

Bridges to be made between the Lands of Messrs. Wood where they shall direct, not exceeding One in every 400 Yards.

Application of the Owner or Occupier of any such Land respectively, it shall be lawful for the respective Owners or Occupiers of the said Land who shall find themselves aggrieved by such Neglect or Refusal to make and erect, or, as the Case may require, to maintain and repair, such Bridges, so that in making, erecting, repairing, or maintaining such Bridges the said Railway, or any of the Works by this Act authorized to be made or constructed by the said Company, shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof shall be repaid to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired and maintained, such Bridges as last aforesaid, by the said Company, within the Space of Twenty-one Days next after the same shall have been so incurred, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default in Payment of the said Costs and Charges within the Time aforesaid Two or more Justices of the Peace for the County of *Middlesex* shall, upon the Application of the said *James Richard Wood*, *George Wood*, and *Edward Wood*, or any of them, or of the Owner or Occupier of any such Land, and they are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party by whom such Costs and Charges shall have been incurred, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; or the said Owners or Occupiers, upon Neglect and Refusal by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is by this Act directed: Provided always, that no such Bridge shall be required to be erected or made over the said Railway or any Part thereof at or in any Place or Manner at or in which the same would if so erected or made prevent or obstruct the working or using the said Railway.

Compensation in lieu of Gates, Bridges, &c.

CVIII. Provided always, and be it further enacted, That in every Case in which the Owner of any Lands, or other Person by this Act capacitated to convey, shall in their Arrangements with the said Company have received or agreed to receive Compensation for Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, instead of the same being erected or formed by the said Company, for the Purpose of facilitating the Passage to or from either Side of the Lands severed or divided by the said Railway, it shall not be lawful for such Owners, or those claiming under them, to pass, and they shall for ever be prevented from passing or crossing the said Railway from one Part to the other Part of their Lands so severed and divided, otherwise than by a Bridge, Arch, or Culvert to be erected at the Charge of such Owners.

Owners of Lands empowered to

CIX. And be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made

made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient, either in Number or Situation, for the commodious Use or Occupation of the respective Lands through which the said Railway shall pass, it shall be lawful for any such Owner or Occupier, with the Consent of the said Company, upon Request in Writing made to them, or in case of their Refusal for the Space of Ten Days next after such Request, then with the Consent of the said Justices, given after Summons to the said Company and due hearing of their Objections, to make and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, of the same or like Construction or Form with those made and erected by the said Company, over, under, or by the Side of or leading to or from the said Railway, in such Places as shall be found and adjudged most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands; and such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages shall henceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands the respective Owners or Occupiers of which shall have made or erected the same, so that the Passage to or upon the said Railway be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than shall be unavoidably necessary.

erect Gates,  
&c. in case of  
Insufficiency  
of those  
erected by  
Company.

CX. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, after any Land shall have been taken for the Use of the said Railway and other Works, to separate the same and to keep the same constantly separated from the Lands adjoining to such Railway and other Works, with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences; in case the Owners of such Lands adjoining to such Railway and other Works, or any of them respectively, shall at any Time desire the same to be fenced off, or in case the said Company shall think proper to fence off the same instead of erecting Gates across the same as aforesaid; and the said Company shall make and maintain all necessary Gates and Stiles in all such Fences to be made as aforesaid (all such Gates being made to open towards such Lands, and not towards the said Railway), and in every such Case the Powers, Provisions, Directions, and Regulations herein-before contained with respect to the Gates and other Works aforesaid shall extend and apply to the making and maintaining of such Fences, and the Gates and Stiles in such Fences, as fully and effectually to all Intents and Purposes as if such Powers, Provisions, Directions, and Regulations were here repeated and enacted with respect to such Fences, Gates, and Stiles.

For fencing  
off Railway  
through pri-  
vate Lands.

CXI. And be it further enacted, That the said Company shall and they are hereby required, from Time to Time, at their own Expence, to make such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway and the Fences on

Company to  
make suffi-  
cient Drains,  
&c. to carry  
Water off ad-  
joining  
Lands.

[*Local.*]

36 F

the

the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway as before making the said Railway, without obstructing or impounding the same Water to the Prejudice of any of the said Lands, and also to make proper watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of Access to their ancient watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, Streams, or Springs of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source or Feeder which can lawfully be obtained for that Purpose; and it shall be lawful for the said Company and they are hereby required from Time to Time to make such and so many Watercourses and Drains by the Side of and along or under the said Railway, or in, through, over, and across any Lands thereto adjoining, of such Dimensions, and in such Manner, and with such proper and convenient Bridges over and Tunnels under the same respectively, as any Two or more Justices of the Peace acting within their Jurisdiction shall from Time to Time judge necessary and appoint, in case there shall be any Dispute about the same, for the Purpose of conveying Water to the said watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company; and if at any Time after Ten Days Notice in Writing shall be given by or on behalf of any Owner or Occupier of Land adjoining or lying near to the said Railway to the said Company, that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or, being made, are not cleansed, maintained, and repaired according to the true Intent and Meaning of this Act, the said Company shall not proceed to make, or cleanse, maintain, and repair, as the Case may be, such Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, it shall be lawful for any Person to apply for an Order in Writing to any Two or more Justices of the Peace acting within their Jurisdiction, from Time to Time as often as there shall be Occasion, and the said Justices are hereby empowered, at their Discretion, to make and grant such Orders as aforesaid, enabling such Persons to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly, and the reasonable Expence thereof (to be ascertained by such Justices) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Five Days after Demand thereof made upon the said Company, such Expences may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

If any Lands  
of the Messrs.  
Wood are  
intersected

CXII. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, to make, where the said Railway shall pass through any of the Lands or Grounds



now belonging to the said *James Richard Wood*, *George Wood*, and *Edward Wood*, or any of them, in the said Parishes of *Ealing* and *Acton*, or either of them, such Arches, Tunnels, Culverts, Pipes, Drains, and other Passages for Water under the said Railway and the Fences on each Side thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey Water from the Lands or Watercourses or Springs in such of the said Lands or Grounds as shall be on either Side of the said Railway, to such of the said Lands or Grounds on the other Side thereof, as clearly and effectually as such Water is now conveyed from or to the Lands or Grounds respectively; and all such Arches, Tunnels, Culverts, Pipes, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company; and if at any Time after Ten Days Notice in Writing shall be given by or on the Behalf of the said *James Richard Wood*, *George Wood*, and *Edward Wood*, or any of them, or of any Owner or Occupier of any Land now belonging to them or any of them, that the said Arches, Tunnels, Culverts, Drains, Pipes, or other Passages, or any of them, are not made, or, being made, are not cleansed, maintained, and repaired according to the true Intent and Meaning of this Act, the said Company shall not proceed, or make or cleanse, maintain and repair, (as the Case may be,) such Arches, Tunnels, Culverts, Drains, Pipes, or other Passages, it shall be lawful for the said *James Richard Wood*, *George Wood*, and *Edward Wood*, or any of them, or the Owners or Occupiers of the said Land, or any of them, to apply for an Order in Writing to any Two or more Justices of the Peace for the said County of *Middlesex*, from Time to Time as often as there shall be Occasion; and the said Justices are hereby empowered, at their Discretion, to make and grant such Orders as aforesaid, enabling the said *James Richard Wood*, *George Wood*, and *Edward Wood*, or any of them, or other the Owners or Occupiers of the said Land, to make or cleanse and repair such Arches, Tunnels, Culverts, Pipes, Drains, and other Passages accordingly, and the reasonable Expences thereof (to be ascertained by such Justices) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and repay such Expences for the Space of Twenty-one Days after Demand thereof made upon the said Company, such Expences may be levied and recovered by Distress and Sales of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

by the Rail-  
way, Pipesto  
be made to  
continue the  
carrying off  
a Supply of  
Water.

CXIII. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to authorize or empower the said Company, without the Consent of *Charles Wrighte Gardiner* Esquire, his Heirs or Assigns, in Writing first had and obtained, to construct or erect any Railway, Tramroad, Machinery, Depôt, or Station within the Distance of One Mile in a direct Line from a certain Mansion called *Coombe Lodge*, in the Parish of *Whitchurch* in the County of *Oxford*, claimed to be the Property of the said *Charles Wrighte Gardiner* Esquire, so and in such Manner that the same, or any Part thereof, or any Engine, Waggon, or other Carriage

For the Pro-  
tection of  
Coombe  
Lodge  
Estate.

to

to be worked, drawn, used, or employed in, upon, or about such Railway or Tramroad, Dépôt or Station, shall at any Time within such Distance as aforesaid be visible from the said Mansion, or from the Offices connected therewith, or from any Part of the Pleasure Grounds as now laid out belonging thereto, and forming Part of the said *Coombe Lodge* Estate, as the same is now occupied by the said *Charles Wright Gardiner*; and that any Embankment which may be put up for the Purpose of hiding the View of any of the said Works, Waggon, or Engines from *Coombe Lodge* Estate shall at all Times after making the same be kept well covered with Turf, or be planted out by the said Company, and at their Expence, to the Intent that the said Railway may not at any Time be a Dissight or Annoyance to *Coombe Lodge* Estate.

Not to de-  
stroy more  
Timber than  
necessary on  
Combe  
Lodge  
Estate.

CXIV. And be it further enacted, That in the Construction of the said Railway the said Company of Proprietors are hereby prohibited from destroying or damaging more of the Timber or Wood visible from *Coombe Lodge* Estate aforesaid than may be absolutely requisite for effecting the Passage of the said Railway through the same.

Act not to  
prevent  
Owners of  
adjoining  
Lands from  
making  
Branches to  
communicate  
with Railway.

CXV. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, from laying down, either upon their own Lands, or upon the Lands of other Persons, with the Consent of such Persons, any Collateral Branches from their respective Lands to communicate with the said Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication in such Places as may be most convenient for that Purpose, and as may the least interfere with the Passage of the said Railway, and the said Company shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: Provided also, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Places where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company as to the proper Places for making any such Openings in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be left to the Decision of any Two Justices of the Peace acting within their Jurisdiction, whose Determination, after the Examination of such competent Witnesses as may be produced before them, shall be binding, and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

CXVI. Pro-

CXVI. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner of any Lands adjoining the said Railway from making any Railway, Bridge, or Culvert to, from, across, over, under, or into the said Railway hereby authorized to be made by the said Company, and to use such Railway, Bridge, or Culvert so made by him for the Benefit of himself and of all other Persons to whom he may from Time to Time give Leave, so that such Railway, Bridge, or Culvert do no Injury to and do not prevent the free Passage upon the Railway hereby authorized to be made by the said Company; and all such Railways, Bridges, and Culverts shall be made and erected, and from Time to Time repaired or renewed, under the Superintendence of the Engineer of the said Company, and according to Plans and Specifications to be submitted to and approved of by such Engineer previously to the commencing of such Railways, Bridges, and Culverts respectively: Provided always, that in case such Engineer shall neglect or refuse to give his Opinion upon such Plan and Specification within the Space of One Calendar Month, then such Plan and Specification shall be submitted to Two of His Majesty's Justices of the Peace acting within their Jurisdiction, who shall make such Order therein as they shall think proper: Provided nevertheless, that in case any Damage or Obstruction shall be thereby, or by the Want of Repair thereof, done or occur to or in the Railway or Works by this Act authorized to be made by the said Company, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners for the Time being of the Land for whose Benefit any such other Railway, Bridge, or Culvert may be made or continued; and if the same shall not be forthwith done it shall be lawful for the said Company to repair such Damage, or to remove such Obstruction, and to recover the Expences attending the same, in case of Refusal or Neglect to pay the same within Fourteen Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners, or by Action of Debt or on the Case, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

nor to make  
Communica-  
tions across  
the Railway.

CXVII. And be it further enacted, That all Persons opening any Gate set up across the said Railway, or any Gate set up at either Side of the said Railway, shall and they are hereby respectively required, as soon as they, and the Carriages, Cattle, or other Animals or Things under their Care, or which they may accompany, shall have passed through the same, to shut and fasten the said Gate, and every Person neglecting so to do shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Gates open-  
ing upon the  
Railway to  
be shut and  
fastened after  
Persons have  
passed  
through  
them.

CXVIII. And be it further enacted, That the First General Meeting of the said Company shall be held within Six Calendar Months next after the passing of this Act; and from and after such First General Meeting of the said Company there shall be a Half-yearly General Meeting of the said Company in the Second Week of the Month of *February* and the Second Week of the Month of *August* in each and every Year, or within the Space of Twenty Days next after each of such Periods, and all such and so many Special

First and  
other General  
Meetings.

[*Local.*]

36 G

General

General Meetings of the said Company as the Directors of the said Company shall think proper to convene, or as shall be convened by the Proprietors in manner herein-after provided, of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given in the Manner herein-after directed; and every such Notice of a Special General Meeting shall specify the Purpose for which the same is called; and such First General Meeting shall be held in *London*, and the first Half-yearly General Meeting shall be held in *London*, and all future Half-yearly General Meetings shall be alternately in *Bristol* and *London*, and such Special General Meetings shall be held either at *London* or *Bristol*; and such First General Meeting and such Half-yearly General Meetings and Special General Meetings may be adjourned from Time to Time, all Adjournments being made to the same Place where the original or preceding Meeting shall have been held.

Meetings of  
Proprietors  
may be spe-  
cially con-  
vened.

CXIX. And be it further enacted, That One hundred or more Proprietors of the said Company, holding in the Aggregate Four thousand Shares or upwards in the said Undertaking, upon which Shares all Calls actually previously made shall have been paid and satisfied, may at any Time, by Writing under their Hands left at the Office of the said Company, or given to at least Three Directors of the said Company, or left at or delivered to some Inmate of their last or usual Places of Abode, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company either at *London* or *Bristol*, as may be expressed in such Requisition, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice shall have been given as aforesaid the same may be called by such One hundred or more Proprietors by giving Fourteen Days Notice thereof in Two or more *London* Newspapers and in Two or more *Bristol* Newspapers; and the said Company are hereby authorized to meet in pursuance of such Notice; and such of the Proprietors thereof as shall be present at such Meeting shall proceed in the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice and to those only; and all Acts of the major Part in Votes of the Proprietors of the said Company met together at any such Special General Meeting shall be as valid with respect to the Matters specified in such Notice, and those only, as if the same had been done at a General Meeting held at the Time herein-before appointed for holding the same.

Business at  
Special and  
adjourned  
General  
Meetings.

CXX. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called; and no Business shall be transacted at any adjourned General or adjourned Special General Meeting other than the Business left unfinished at the Meetings from which such Adjournment took place.

Notice of  
Meetings  
how to be  
given.

CXXI. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special  
General

CXXII. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act all Persons and Corporations who shall have duly subscribed for or become entitled to any Share or Shares (not exceeding Twenty) in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have a Vote for each such Share ; and all such Persons and Corporations as aforesaid as shall have subscribed for or become entitled to more than Twenty Shares in the said Undertaking, their respective Successors, Executors, Administrators, and Assigns, shall, over and above the Twenty Votes which they shall respectively have for or in respect of the first Twenty Shares, have an additional Vote for every Five Shares which they shall have subscribed for or shall have become entitled to in the said Undertaking beyond the Number of Twenty Shares ; and such Vote or Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seals of such Bodies, or under the Hands of the other Proprietors appointing such Proxies, all such Proxies being Proprietors of Shares in the said Undertaking; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person ; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of the Proprietors of the said Company then present personally or by Proxy; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and also as a Proxy, but in case of an Equality of Votes shall and may also have the deciding or casting Vote; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be and be deemed and taken to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking of any Votes at such Meeting; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted, and other Circumstances, will admit; (that is to say,)

‘ *A.B.* of One of the Proprietors of the  
‘ Great Western Railway Company, doth hereby appoint *C.D.*  
‘ of to be the Proxy of the said *A.B.*,  
‘ to vote or give his Assent to or Dissent from any Business, Matter,  
‘ or Thing relating to the said Undertaking which shall be pro-  
‘ posed at any General or Special General Meeting of the said Com-  
‘ pany,

### Form of Proxy.

pany, in such Manner as he the said C. D. shall think proper. In  
witness whereof the said A. B. hath hereunto set his Hand [or  
Common Seal] the Day of

Proxies to  
be trans-  
mitted to  
Secretary of  
Company.

CXXIII. Provided always, and be it further enacted, That no Person shall be entitled to vote as the Proxy of any Person or Corporation as aforesaid unless the Instrument appointing such Proxy shall have been transmitted to the Secretary or One of the Secretaries of the said Company Five Days at least before the holding of the Meeting at which such Proxy is intended to be used.

The Person  
whose Name  
stands first as  
joint Pro-  
prietor with  
others to be  
deemed the  
Own, and  
to vote.

CXXIV. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall, for the Purposes of this Act, be deemed the Proprietor of such Share, and as between several Proprietors all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Shares so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London Gazette*, as herein mentioned (as the Case may require); and such Notice shall be deemed sufficient Notice to such Person whose Name shall so stand first as aforesaid, and to all other the Proprietors of such Share, for all the Purposes for which such Notice is intended to be given.

Lunatics and  
Minors to  
vote by  
Committees  
and Guar-  
dians.

CXXV. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Idiot or Minor, such Lunatic or Idiot shall or may vote at such Meeting by his Committee or by any of his Committees, and such respective Committees or any of them may vote in respect of the Interest of such Lunatics or Idiots either in Person or by Proxy; and such Minor shall and may vote by his Guardian or by any of his Guardians, and such respective Guardians or any of them may vote in respect of the Interest of such Minors either in Person or by Proxy: Provided always, that every such Committee or Member of Committee or Guardian, or each of several Guardians, may also vote in right of his own Share, if he have any, as well as in the Character of Committee or Guardian.

Proprietors  
in arrear not  
to vote.

CXXVI. And be it further enacted, That no Proprietor of any Share on which any Call shall have been made shall, after the Day appointed for the Payment of the same, be allowed to vote either personally or by Proxy at any Meeting of the Proprietors of the said Company,

Company, or to act or vote as a Director at any Meeting of the said Directors, until the Money called for in respect of such Share shall have been fully paid.

CXXVII. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, Twenty-four Persons, who shall be Proprietors, and respectively possessed in their own Right of Ten Shares in the said Undertaking, shall be elected Directors to manage the Affairs of the said Company, by the Proprietors present at such Meeting, either personally or by Proxy, Eight at least of which Directors so qualified shall be Proprietors residing in or within Twenty Miles of *London*, and Eight at least shall be Proprietors residing in or within Twenty Miles of *Bristol*; and of the Directors so elected as aforesaid Eight shall be competent to act; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, shall continue in Office and be Directors until the Half-yearly General Meeting of the said Company which shall be held in the Month of *February* in the Year of our Lord One thousand eight hundred and thirty-seven, and until others shall be elected in their Stead in pursuance of this Act; and the said Company at any General Meeting shall have Power to fix what Remuneration (if any) shall from Time to Time be allowed to the Directors of the said Company.

First General Meeting to be held by Adjournment therefrom

CXXVIII. And be it further enacted, That at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-seven, One Fourth of the Directors who shall have been so elected as aforesaid (to be determined by Ballot among themselves) shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons who shall be Proprietors and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *February* which will be in the Year One thousand eight hundred and thirty-eight One Third of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-nine One Half of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and forty the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *February* in every subsequent Year One Fourth of the Directors who shall have been longest in Office shall go out of

Directors to go out and be supplied by Rotation.

[*Local.*]

36 H

Office



Office and cease to be Directors of the said Company, and their Places be supplied in like Manner: Provided always, that the Places of Directors shall be so supplied as that Eight at the least of the Directors for the Time being of the said Company shall always consist of Proprietors residing in or within Twenty Miles of *London*, and Eight at the least of Proprietors residing in or within Twenty Miles of *Bristol*.

Directors  
going out of  
Office re-  
eligible.

CXXIX. Provided always, and be it further enacted, That every Director who shall go out of Office on any annual Day of Election may be immediately or at any future Time re-elected by the said Company a Director of the said Company, and after such Re-election he shall, with reference to the going out by Rotation, be considered as a new Director.

General  
Meetings for  
choosing Di-  
rectors to  
consist of  
Persons pos-  
sessed of  
2,000 Shares.

CXXX. Provided always, and be it further enacted, That if at any such General Meeting there shall not within Two Hours from the Time appointed for such Meeting be Forty Persons present, personally or by Proxy, who shall in the whole be entitled to vote in respect of at least Two thousand Shares, no Choice of Directors shall be made, nor shall any Business be transacted, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Fourteen Days from that Time; and if such sufficient Number of Proprietors, personally or by Proxy, shall not then attend thereat, such Meeting shall stand adjourned to the following Day; and in case such Number of Persons qualified as aforesaid shall not then be present the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of until new Directors shall be appointed at the General Meeting which shall be held in the Month of *February* of the following Year.

For supplying  
Vacancies  
among Di-  
rectors.

CXXXI. And be it further enacted, That when and so often as any Director of the said Company shall die, or shall resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the remaining Directors, if they shall think proper so to do, to elect some other Proprietor duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall be a Member of the same Committee, and shall continue in Office as a Director so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office.

No Person  
holding Office  
capable of  
being a Di-  
rector.

CXXXII. Provided nevertheless, and be it further enacted, That no Person holding any Office or Place of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, shall be capable of being chosen a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company, during the Time he shall be a Director of the said Com-  
pany;

pany; and if any Director of the said Company shall at any Time subsequently to his Election accept or continue to hold any other Office or Place of Trust or Profit under the said Company, or shall either directly or indirectly be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Ten Shares in the said Undertaking, the Office of such Director shall thereupon become vacant, and he shall thenceforth be disqualified from voting or acting as a Director.

CXXXIII. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have Power to use the Common Seal of the said Company on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation, and Direction of the Affairs of the said Company or relative thereto, which the said Company are by this Act authorized to do, except such as are herein required and directed to be done at some General or Special General Meeting of the said Company; and the said Directors shall appoint and displace all the Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper; and the said Directors shall have Authority to meet and adjourn from Time to Time and from Place to Place, such Places being *London* or *Bristol*, or within the Distance of Ten Miles from the Line of the said Railway, as they shall think proper, and there shall be Eight Directors at the least present in order to constitute a Meeting, and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present; and no Director, although possessed of many Shares in the said Undertaking, shall have more than One Vote at any such Meeting, unless he be the Chairman of such Meeting, in which Case he shall, if there shall happen to be an equal Division, always have a decisive or casting Vote as such Chairman; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and the said Directors shall also keep full and true Accounts of all Monies disbursed and Payments made by the said Directors and by all Persons employed by or under them, and of all Money which they shall receive, on behalf of or in respect of such Undertaking, from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person on any Account for the Use of the said Company, and shall regularly enter, into some Books to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies, as the Case shall require, of such Appointments, Receipts, and Disbursements, and of all Contracts and Bargains entered into or made by them, and of other their Orders and Proceedings, and which Books shall be deposited with and kept under the Care and Direction of the said Directors: Provided always, that it shall not be lawful for the said Directors to fix or order what Remu-

Powers and  
Duties of  
Directors.

neration

neration shall be allowed to the Directors of the said Company; provided also, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of his Office, before he shall enter thereupon.

Meetings of  
Directors to  
choose Com-  
mittees.

CXXXIV. And be it further enacted, That at the first Meeting of Directors which shall be held after the passing of this Act, and at the first Meeting of the Directors which shall be held next after the first Appointment of Directors under the Provisions herein contained, and at the first Meeting of Directors which shall be held next after the Half-yearly Meeting in the Month of *February* in each Year except the Year One thousand eight hundred and thirty-six, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company Two Committees, each of which Committees shall consist of Twelve Directors, and one of such Committees shall be called the *London* Committee, and the other the *Bristol* Committee; and of the *London* Committee Eight Members at the least shall be Directors residing in or within Twenty Miles of *London*, and the other Four Members shall be unrestricted as to Place of Residence; and of the *Bristol* Committee Eight Members at the least shall be Directors residing in or within Twenty Miles of *Bristol*, and the other Four Members shall be unrestricted as to Place of Residence; and such Committees respectively shall have full Power and Authority to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agent, Surveyors, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in or about the said Undertaking, which the said Directors shall from Time to Time think proper to intrust to the Care and Management of such Committees respectively (save and except, nevertheless, the making of Calls for Money upon the Proprietors of the said Undertaking); and such Committees respectively shall have Power to meet from Time to Time, and to adjourn from Place to Place, as they shall think proper, and as Occasion shall require for effecting the Purposes aforesaid; and all Powers and Authorities hereby vested in or which shall by the said Directors be confided to any such Committee, within the Intent and Meaning of this Act, shall and may be exercised by Five of the Members present at the respective Meetings of such Committee; and at all Meetings of the said Committees One of the Members present shall be appointed Chairman, and all Questions shall be determined by a Majority of the Members present; and the Chairman shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Committee shall have an additional or casting Vote.

Committees  
may ap point  
Sub-Com-  
mittees.

CXXXV. And be it further enacted, That it shall be lawful for the said *London* Committee and *Bristol* Committee respectively from Time to Time to nominate and appoint out of their own Body a Sub-Committee

Committee or Sub-Committees, who shall have full Power and Authority to do, execute, and perform all such and so many of the Matters and Things which the said Committees are hereby authorized to do, or which shall be confided to them by the said Directors, as the said Committees respectively shall think proper to delegate and confide to such Sub-Committees respectively; and it shall be lawful for the said *London* Committee and *Bristol* Committee respectively, by an Order or Resolution for that Purpose, to break up and dissolve any Sub-Committee which shall have been appointed by them respectively, or to remove and displace any Member of such Sub-Committee, and to appoint another in its Place and Stead, when and as often as such Committees respectively shall think proper; and such Sub-Committees respectively shall have Power to meet from Time to Time, and to adjourn from Place to Place, as they shall think proper, and as Occasion shall require, for effecting the Purposes aforesaid; and at all Meetings of the said Sub-Committees One of the Members present shall be appointed Chairman, who shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Sub-Committee shall have an additional or casting Vote.

CXXXVI. And be it further enacted, That all Contracts and Agreements in Writing relating to the Affairs of the said Company which shall be signed by any Three of the Directors of the said Company shall be binding on the said Company and all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators, and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company, or any of the other Parties thereto, failing in the Execution thereof.

Contracts signed by Three Directors to be binding.

CXXXVII. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special, of the said Company and of the said Directors and Committees respectively, shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without due Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors, or being Directors or Members of the Committee, or of the Signature of such Chairman, as the Case may be, all of which last-mentioned Acts shall be presumed.

Orders and Proceedings to be entered in a Book.

CXXXVIII. And be it further enacted, That the said Directors shall cause a Book to be kept by a Book-keeper who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Book true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; and such Book shall at all reasonable Times be open to the

Directors to cause Accounts to be kept.

[*Local.*]

36 I

Inspection

Inspection of the respective Loan Creditors for Money advanced and lent for the Purposes of this Act, without Fee or Reward, and the said Loan Creditors, or any of them, may take Copies of or Extracts from the said Book without paying any thing for the same ; and in case the said Book-keeper shall refuse to permit or shall not permit such Loan Creditors, or any of them, to inspect such Book, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay for every such Offence any Sum of Money not exceeding Twenty Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Chairman  
and De puty  
Chairman of  
Directors to  
be appointed.

CXXXIX. And be it further enacted, That at the first Meeting of Directors which shall be held after the passing of this Act, and at the first Meeting of Directors which shall be held next after the first Appointment of the said Directors under the Provision herein contained, and at the first Meeting of the Directors which shall be held next after the Half-yearly Meeting in the Month of *February* in each Year except the Year One thousand eight hundred and thirty-six, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors, and the Chairman for the Time being of the said Directors shall have the Custody of the Common Seal of the said Company : Provided always, that when and so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act shall die, or resign, or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the Directors present at the Meeting next after such Vacancy shall have occurred to choose some other of the said Directors to be Chairman or Deputy Chairman, to be chosen as last aforesaid, to fill such Vacancy, who shall continue in such Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue if such Vacancy had not happened.

At Meetings  
of the Com-  
pany Chair-  
man or De-  
puty Chair-  
man of  
Directors to  
preside.

CXL. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence some One of the Directors of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman ; and such Chairman, in case of an equal Division of Votes upon any Subject entertained at any such Meeting, shall, in addition to his own Votes in respect of the Shares held by him, and in respect of the Shares of any other Proprietor whose Proxy he may hold, have an additional or casting Vote as Chairman.

First Direc-  
tors of the  
Company.

CXLI. And be it further enacted, That *Robert Bright, Henry Bush, John Cave, Ralph Fenwick, Charles Bowles Fripp, George Henry Gibbs, Robert Frederic Gower, Riversdale William Grenfell, Thomas Richard Guppy, John Harford, Robert Hopkins the younger, William Singer Jacques, George Jones, James Lean, Peter Maze, Edward Wheler Mills, Thomas Pycroft, Frederic Ricketts, Nicholas Roch,*

*Roch, Robert Scott, Benjamin Shaw, Henry Simonds, William Unwin Sims, William Tite, William Tothill, John Vining, Charles Ludlow Walker, George Wildes, John Winwood, John Woolley,* and the Survivors and Survivor of them, or such of them as shall continue to act, shall be the first Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act; and they the said Directors herein-before named shall and they are hereby required to fix the Time of such First General Meeting within the Limit herein-before prescribed, and to give Notice thereof in the Manner herein-before prescribed with respect to General Meetings of the said Company; and until such First General Meeting shall be holden, and such Twenty-four Directors shall have been duly elected as herein-before prescribed, the said Directors herein named, or the Survivors or Survivor of them, or such of them as shall continue to act, shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking as to the said Directors shall seem fit, and shall and may exercise all other Powers and Authorities which are by this Act given to or which may be exercised by the Directors who may be elected in pursuance hereof at the First or any subsequent Annual General Meeting of the said Company.

CXLII. Provided always, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed a Secretary or Clerk in the Execution of this Act, or the Partner of such Secretary or Clerk, or any Person in the Service or Employ of such Secretary or Clerk or of his Partner, to be a Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed a Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be a Secretary or Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person, being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer, or the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Secretary or Clerk in the Execution of this Act, or shall act as Deputy of such Secretary or Clerk, or in any Manner officiate for such Secretary or Clerk, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

No Person  
to hold the  
Offices of  
Secretary or  
Clerk and  
Treasurer at  
the same  
Time.

CXLIII. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall, from Time to Time when thereunto required by the said Company, make out and deliver to the said Company, or to such Persons as they

Officers to  
account.

they shall for that Purpose appoint, a true and perfect Account, in Writing under his Hand, of all Monies which shall have been by him received by virtue of this Act, and such Account shall state how, and to whom, and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the said Company, or to such Persons as the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof, when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company, or to such Persons as they shall appoint, within Three Days after being thereunto required by the said Company, or by such other Persons as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company, or by any other Person on their Behalf, to any Justice of the Peace acting within his Jurisdiction, such Justice may and he is hereby required, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and upon his appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal, to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if sufficient Goods or Chattels shall not be found to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required, by Warrant under his Hand and Seal, to commit such Officer or Person to some Common Gaol or House of Correction within his Jurisdiction, there to remain without Bail or Mainprize until he shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with



with the said Company for such Money and Charges, and have paid the Composition Money to the said Company, (and which Composition the said Company are hereby empowered to make,) or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

CXLIV. And be it further enacted, That the said Company, at some General or Special General Meeting of the said Company, shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for the good Government of the Affairs of the said Company, and for regulating the Proceedings and remunerating and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking, and of the Officers and Servants of the said Company, in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Orders, and Rules, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalty may by this Act be levied and recovered; which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, shall be printed and published; and such Bye Laws, Orders, and Rules, except such as shall relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants, shall be painted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of this Act; and which Boards shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same; provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England*, or to any Directions in this Act contained; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner herein-after mentioned.

Company  
empowered  
to make Bye  
Laws.

CXLV. And be it further enacted, That the said Company shall and they are hereby required to cause a true and particular Account to be kept, and to be made up twice in every Year, that is to say, on the Thirtieth Day of *June* and the Thirty-first Day of *December*, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company, up to those Periods respectively, which Account shall be laid before the

Accounts to  
be made up  
half-yearly.

[Local.]

36K

Half-

Half-yearly General Meetings of the said Company herein-before directed to be held in the Months of *August* and *February* respectively: Provided always, that if the Accounts so to be laid before any Half-yearly General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Five Proprietors, each of whom shall hold at least Ten Shares in the said Undertaking, who shall examine into such Account, and report thereon to a future Meeting of the said Company to be held for that Purpose by Adjournment or otherwise; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times, cause to be produced to the said Committee, or any Three Members thereof, all Books of Accounts, Vouchers, and Documents in the Possession or Power of the said Directors relating to the Affairs of the said Company.

Dividend to  
be declared.

CXLVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time at any Half-yearly General Meeting, or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of the said Undertaking; and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividends shall not be made oftener than quarterly, and no Dividends shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any Degree be reduced or impaired, nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof until such Call shall have been paid.

Names of  
Proprietors  
to be entered,  
and Certifi-  
cates of their  
Shares to be  
delivered to  
th<sup>em</sup>.

CXLVII. And be it further enacted, That the said Company shall and they are hereby required at their First or some subsequent General Meeting, and afterwards from Time to Time as Occasion may require, to cause the Names of the several Corporations and the Names and Additions of the several Persons who shall then be or who shall from Time to Time thereafter become entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and the said Company shall from Time to Time cause a Certificate or Ticket, with the Common Seal of the said Company affixed thereto, to be delivered to every such Proprietor, on Demand, specifying the Share or Shares to which he is entitled in the said Undertaking, such Proprietor paying to the said Company the Sum of Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *primâ facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified,  
1  
but

but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

‘ The Great Western Railway Company.

Form of  
Certificate.

‘ Number  
‘ THESE are to certify, That *A.B.* of is the  
‘ Proprietor of the Share [*or Shares*] Number of  
‘ The Great Western Railway Company, subject to the Rules, Regu-  
‘ lations, and Orders of the said Company. Given under the  
‘ Common Seal of the said Company the Day of  
‘ in the Year of our Lord

CXLVIII. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out, damaged, lost, or destroyed, then, upon due Proof thereof to the Satisfaction of the said Company, a similar Certificate or Ticket shall be given to the Proprietor of the Share in respect whereof the Certificate or Ticket so worn out, damaged, lost, or destroyed was granted, the said Company receiving for every such Certificate or Ticket which shall so be given or exchanged the Sum of Two Shillings and Sixpence, and no more.

For granting  
new Certifi-  
cates when  
old ones  
destroyed or  
worn out.

CXLIX. And be it further enacted, That the said Company shall, in some proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons and Corporations who shall from Time to Time become Proprietors thereof, or be entitled to any Share therein; and every Proprietor of the said Undertaking (or, in the Case of a Corporation, the Clerk or Agent of such Corporation, duly appointed,) may at all convenient Times have recourse to and peruse such Book *gratis*, and may demand and have Copies thereof or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so copied.

Company to  
enter and  
keep List of  
Proprietors  
of Shares.

CL. And whereas by the Death of or by other Events happening to Proprietors, or by the Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That in all Cases when the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein-before directed, an Affidavit or Affirmation in Writing shall be made and sworn to, or in the Case of Quakers affirmed to, by some credible Person, before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, stating the Manner in which such Share hath been passed to such other Person or Corporation; and such Affidavit or Affirmation shall be transmitted to the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of

For ascer-  
taining Pro-  
prietor ship  
of Shares  
in case of  
Deaths, &c.  
in order to  
the Payment  
of Dividends  
in respect of  
such Shares.

of the said Company; and the said Company shall be entitled to receive for each such Entry as is herein-before directed the Sum of Two Shillings and Sixpence and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive, to which any such Share shall be subject or liable; and before any such Affidavit or Affirmation shall have been transmitted, and such Entry made as aforesaid, no Person or Corporation to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking or to vote or exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in respect of any Share, an Affidavit, or, in the Case of a Quaker, an Affirmation, in Writing, containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made and sworn to or affirmed to by some credible Person before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or Will in the Course of Administration shall be entitled to receive the same, or be entitled to vote in respect of any Share, the said Will, or the Probate thereof, or the Letters of Administration, shall be produced and shown to the said Company.

To compel  
Payment of  
Subscrip-  
tions.

CLI. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking shall and they are hereby required to pay the Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors of the said Company, under and by virtue of the Powers of this Act, at such Times and at such Places, and to such Person, as shall be directed by the said Directors; and in case any Party shall refuse or neglect to pay as aforesaid the Money by him so subscribed for, or the Part thereof so called for, it shall be lawful for the said Company to sue for and recover the same in any Court of Law or Equity, together with Interest on such unpaid Sum of Money at the Rate of Five Pounds *per Centum per Annum* from the Time when the same was directed to be paid as aforesaid up to the Day of actual Payment thereof.

Power to pay  
Subscriptions  
in advance.

CLII. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized to do to such Person

as

as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares) to make up the full Sum of One hundred Pounds in respect of each such Share; and the said Company shall and they are hereby required to pay Interest, at such Rate not exceeding the Rate of Four Pounds for every One hundred Pounds by the Year, upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

Interest to be  
paid on the  
Amount in  
advance

CLIII. And be it further enacted, That the Directors to be appointed as aforesaid shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking for the Time being, to defray the Expences of and to carry on the same, as they from Time to Time shall find necessary, so that the aggregate Amount of Calls made or Money paid for or in respect of any such Shares shall not amount to more than the Sum of One hundred Pounds on any such Share, so that no such Call shall exceed the Sum of Ten Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking, and that the total Amount of such Calls in any One Year shall not exceed Forty Pounds upon each Share; and an Interval of Three Calendar Months at the least shall elapse between the Day appointed for Payment of one Call and the Day appointed for Payment of another Call; and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement inserted in Two or more *London* Newspapers, and in Two or more *Bristol* Newspapers aforesaid; and all Monies so called for shall be paid to such Persons, at such Times and Places, and in such Manner as in the said Notice shall be appointed; and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportion of the Monies to be called for as aforesaid to such Persons, and at such Times and Places, and in such Manner as shall be appointed as aforesaid; and if any Owner or Proprietor for the Time being of any such Share shall not so pay such his rateable Proportion, then and in such Case, and as often as the same shall happen, he shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner or Proprietor for the Time being of any such Share shall neglect or refuse to pay such his rateable Proportion, together with Interest, if any, then, or at any Time thereafter, it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record by Action of Debt or on the Case, or by Bill, Suit, or Information; or the said Directors may and they are hereby authorized to declare the Shares belonging to such Owner to be forfeited, and to order such Shares to be sold: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share

Power of  
Directors to  
make Calls.

If Calls are  
not paid, the  
Company  
may sue for  
them, or  
declare the  
Shares to be  
forfeited, and  
order them  
to be sold.

in the said Undertaking, until Notice in Writing under the Hands of Two Directors, or under the Hand of a Secretary or Clerk of the said Company, that such Share hath been declared forfeited, shall have been given or sent by the Post unto or delivered to some Inmate of the last known usual Place of Abode of the Owner of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed either at a General or Special General Meeting of the said Company, such General or Special General Meeting being held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid; and after such Declaration of Forfeiture shall have been confirmed by such General Meeting or Special General Meeting the said Company, by an Order to be made at the same or at any subsequent General Meeting or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited, or any of them, in manner by this Act directed; and the said Directors may in that Case sell and dispose of such Shares at a public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and an Affidavit sworn, or in the Case of a Quaker an Affirmation affirmed to, by some credible Person not interested, before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in Payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of proceeding in reference to such Sale, but such Affidavit, and the Receipt of the Treasurer of the said Company for the Price of such Share, shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

If Purchase Money for forfeited Shares be more than sufficient to pay the Arrears of Calls, &c. Surplus to be paid to the Owners of such Shares.

CLIV. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Nonpayment of any Call as aforesaid shall be more than sufficient to pay all Arrears of Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter, under the Powers last herein-before contained, than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears of Calls due from such Defaulter, and the Interest and Expences as aforesaid, and from and after Payment of such Arrears of Calls, and the Interest and Expences aforesaid, any Share vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such

Forfeiture

Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

CLV. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor for the Time being of any Share in the said Undertaking, to recover any Money due and payable for or in respect of any Call, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of a Share in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to for a Call or so many Calls of such Sums of Money upon a Share belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such respective Calls was a Proprietor of a Share in the said Undertaking, and that such Call was in fact made, and that such Notice was given as is directed by this Act, without proving the Appointment of the Directors who made such Calls, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due, including Interest, computed as aforesaid, on such Calls, unless it shall appear that any such Call exceeded Ten Pounds *per* Share, or was made payable before the Expiration of Three Calendar Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required, or that Calls amounting to more than Forty Pounds in the whole had been made in some One Year; and in order to prove that the Defendant was a Proprietor of such Share in the said Undertaking, as alleged, the Production of the Book in which the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors from Time to Time of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, and of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons and Corporations who shall from Time to Time become Proprietors thereof or be entitled to Shares therein, shall be *prima facie* Evidence that such Defendant is a Proprietor, and of the Number and Amount of his Shares therein.

Proceedings  
in Actions  
for Calls.

CLVI. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or marry, being Females, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Registers shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor

For ascertaining the Proprietorship of Shares in case of Deaths, &c. in order to the making of Calls in respect of such Shares.



Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof, duly made and executed as herein provided, and such Affidavit or Affirmation as is herein-before in that Behalf directed shall have been transmitted to the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given, under the Hands of Two Directors, or under the Hand of a Secretary or Clerk of the said Company, to the Person or Corporation stated or claiming in such Affidavit or Affirmation to be the then Proprietor of such Share, or delivered to some Inmate of the last or usual known Place of Abode of such Person or of the Clerk of such Corporation, or published in some One or more *London* and in some One or more *Bristol* Newspapers, to pay his or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon; or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company; and in case there shall be no such Affidavit or Affirmation made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or delivered to some Inmate of the last known Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the event of the Share having been disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be out of the Kingdom, such Notice shall be inserted in the *London Gazette*; and in all such Cases, and after such Notices, on Default being made, the said Shares shall be forfeited, and may be sold, or be consolidated with the general Fund of the said Company in manner aforesaid; and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sales on account of the Nonpayment of Calls: Provided always, that in the Cases of Proprietors being abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which such Notice shall have been inserted in the *London Gazette* as aforesaid.

Shares to be  
deemed Per-  
sonal Estate.

CLVII. And be it further enacted, That all the Shares and Proportions of and in the said Undertaking, or the Joint Stock or Fund of the said Company, shall to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

CLVIII. And

CLVIII. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors and Administrators and Successors, to sell and dispose of any Shares to which they shall be entitled therein, subject to the Rules and Conditions herein mentioned; and the Form of Conveyance of such Shares may be in the following Words or to the like Effect, varying the Names and Descriptions of the contracting Parties as the Case may require; (that is to say,)

Proprietors of  
Shares may  
sell the same.

‘ I *A.B.* of \_\_\_\_\_ in consideration of the Sum of \_\_\_\_\_  
 ‘ paid to me by *C.D.* of \_\_\_\_\_ do hereby assign and  
 ‘ transfer to the said *C.D.* \_\_\_\_\_ Share, numbered \_\_\_\_\_ of and  
 ‘ in the Undertaking called the Great Western Railway, to hold  
 ‘ unto the said *C.D.*, his Executors, Administrators, and Assigns,  
 ‘ [or Successors and Assigns,] subject to the several Conditions on  
 ‘ which I held the same immediately before the Execution hereof;  
 ‘ and I the said *C.D.* do hereby agree to accept and take the said  
 ‘ Share, subject to the Conditions aforesaid. As witness our Hands  
 ‘ and Seals the \_\_\_\_\_ Day of \_\_\_\_\_ .’

Form of  
Conveyance  
of Shares.

And on every such Sale the Deed or Conveyance (being executed by the Seller and Purchaser) shall be kept by the said Company, or by some Secretary or Clerk of the said Company, who shall enter in some Book to be kept for that Purpose a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Deed of Sale or Transfer, for which Entry and Indorsement the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Company; and the said Company, or some Secretary or Clerk as aforesaid, is hereby required to make such Entry or Memorial accordingly, and, on Demand, to make an Indorsement of such Transfer on the Back of the Certificate of each Share so sold, and deliver the same to the Purchaser for his Security, for which Indorsement no more than Two Shillings and Sixpence shall be paid; and such Indorsement, being signed by such Secretary or Clerk, shall be considered in every respect the same as a new Certificate; and until such Memorial shall have been made and entered as before directed the Seller thereof shall remain and be held liable for all future Calls, and the Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Vote in respect thereof as a Proprietor of the said Undertaking.

CLIX. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfers of Shares for a Period not exceeding Ten Days before each of the Half-yearly General Meetings of the said Company, and to fix a Day for that Purpose during which Time the said Company shall not be bound to take notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books; but all such Transfers shall, as between the Party claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meeting: Provided always, that Seven Days Notice at least of the Day on which the Transfer Books shall be closed shall

Power to  
close Trans-  
fer Books  
at certain  
Periods.

[*Local.*]

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be

be given in One or more public Newspapers published in *London* and *Bristol*.

After a Call  
made no  
Share to be  
sold until  
Call is paid.

CLX. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking upon which any Call shall have been made after the Day appointed for the Payment of the same, unless at the Time of such Sale or Transfer he or they shall have paid the full Sum of Money which shall have been called for in respect of each Share.

Receipt of  
One Proprie-  
tor of a Share  
a sufficient  
Discharge.

CLXI. And be it further enacted, That the Receipt of the Person or of any One of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the said Company and Treasurer for any Dividend or other Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Uses or Trusts upon or to which such Share shall be then settled, conveyed, or assigned, whether or not the said Company have Notice of such Uses or Trusts; and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

Receipt of  
the Parent or  
Guardian of  
a Minor a  
sufficient  
Discharge.

CLXII. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor who shall be a Minor, Idiot, or Lunatic, the Receipt of the Guardian (if any, or if not, of the Parent of such Minor, or of the Committee or of any One of the Committees of such Idiot or Lunatic,) shall be a sufficient Discharge to the said Company and their Treasurer for the same.

Railway to  
be free on  
Payment of  
Rates.

CLXIII. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use and employ the said Railway, with Carriages properly constructed as by this Act directed, upon Payment only of such Rates and Tolls as shall be demanded by the said Company, not exceeding the respective Rates or Tolls by this Act authorized, and subject to the Provisions of this Act, and to the Rules and Regulations which shall from Time to Time be made by the said Company or by the said Directors, by virtue of the Powers to them respectively by this Act granted.

Rates of  
Tonnage  
allowed to be  
taken by the  
Company for  
the Use of  
the Railway.

CLXIV. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and Things which shall be conveyed upon or along the said Railway, any Rates or Tolls not exceeding the following; (that is to say,)

For all Dung, Compost, and all Sorts of Manure, Lime, and Limestone, and Salt, and all undressed Materials for the Repair of public Roads or Highways, the Sum of One Penny *per Ton per Mile*:

For all Coals, Coke, Culm, Charcoal, Cinders, Building, Pitching, and Paving Stones dressed, Bricks, Tiles, Slates, Clay, Sand, Ironstone,

Ironstone, Iron Ore, Pig, Bar, Rod, Hoop, Sheet, and all other similar Descriptions of Wrought Iron and Castings not manufactured into Utensils or other Articles of Merchandize, the Sum of Three Halfpence *per Ton per Mile* :

For all Sugar, Grain, Corn, Flour, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, the Sum of Two-pence *per Ton per Mile* :

For all Cotton and other Wools, Hides, Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, or Things, the Sum of Three-pence *per Ton per Mile*.

CLXV. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for or in respect of Passengers, Beasts, Cattle, and Animals conveyed in Carriages upon the said Railway, any Tolls not exceeding the following; (that is to say,) Tolls allowed to be taken by the Company on Carriages conveying Passengers or Cattle upon the Railway.

For every Person conveyed in or upon any such Carriage, the Sum of Two-pence *per Mile*:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, the Sum of Three Halfpence *per Mile* :

For every Calf or Pig conveyed in or upon any such Carriage, the Sum of One Halfpenny *per Mile* :

For every Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, the Sum of One Farthing *per Mile*:

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, the Sum of Four-pence *per Mile*.

CLXVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive or stationary Engines or other Power for the drawing or propelling of any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway, and also along and upon any other Railway communicating therewith, and to receive, demand, and recover such Sums of Money for the Use of such Engines or other Power as the said Company shall think proper, in addition to the several other Rates, Tolls, or Sums by this Act authorized to be taken. Company empowered to provide and charge for locomotive or other propelling Power.

CLXVII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized, if they shall think proper, to use and employ locomotive Engines or other moving Power, and in Carriages or Waggon drawn or propelled thereby to convey upon the said Railway, and also along and upon any other Railway communicating therewith, all such Passengers, Cattle, and other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things, as shall be offered to them for that Purpose, and to make such reasonable Charges for such Conveyance as they may from Time to Time determine upon, in addition to the several Rates or Tolls by this Act authorized to be taken : Provided always, that it shall not be lawful for the said Company, or for any Person using the said Railway as Carriers, to charge for the Conveyance of any Passenger upon Company authorized to carry Passengers, Cattle, and Goods, and to charge for the same.

upon the said Railway any greater Sum than the Sum of Three-pence Halfpenny *per* Mile, including the Toll or Rate herein-before granted.

Packages  
containing  
Goods of a  
dangerous  
Quality to be  
marked.

CLXVIII. And for the better preventing of Accidents or Injury which might arise on the said Railway and Works from the unsafe and improper Carriage of certain Goods and Merchandize upon the same, be it further enacted, That every Person who shall send or cause to be sent by the said Railway any Aquafortis, Oil of Vitriol, Gunpowder, or other Goods of a dangerous Quality, shall distinctly mark or state the Nature of such Goods on the Outside of the Package containing the same, or shall otherwise give Notice in Writing to the Book-keeper or other Servant of the said Company with whom the same shall be left at the Time of so sending or causing the said Goods to be sent, on pain of forfeiting for every Default herein the Sum of Ten Pounds: Provided always, that the said Company shall not be compelled or compellable to carry upon the said Railway any Gunpowder or other Goods which in the Judgment of the said Company shall be of a dangerous Character; and it shall be lawful also for the said Company to restrain any other Persons from carrying thereon Gunpowder or such other Goods as aforesaid.

Passengers  
may carry  
Luggage  
without extra  
Charge.

CLXIX. And be it further enacted, That without extra Charge it shall be lawful for every Passenger travelling upon or along the said Railway to take with him his Articles of Clothing not exceeding Forty Pounds in Weight and Four Cubic Feet in Dimensions, and the said Company shall in no Case be in any way liable or responsible for the safe Carriage or Custody of, or for any Loss of or Injury to any Articles, Matters, or Things whatsoever carried upon or along the said Railway, with or accompanying the Person of or belonging to any Passenger, or delivered for the Purpose of being carried, other than and except such Passenger's Articles of Clothing, not exceeding the Weight and Dimensions aforesaid: Provided always, that nothing herein contained shall in any Case extend or be deemed or construed to extend to charge or make liable the said Company further or in any other Case than where according to the Laws of this Realm for the Time being Stage Coach Proprietors and Common Carriers would be liable, nor shall any thing herein contained extend or be deemed or construed to extend in any Degree to deprive the said Company of any Protection or Privilege which either now or at any Time hereafter Common Carriers or Stage Coach Proprietors have or may have, but the said Company shall from Time to Time and at all Times have and be entitled to the Benefit of every such Protection and Privilege.

Act not to  
prevent Com-  
pany from  
hiring loco-  
motive  
Engines.

CLXX. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to prevent the said Company from making any Agreement with any Person for the Hire or Use of any locomotive Engine or of any Carriage, and to pay for the same such reasonable Sum as may be agreed on between the said Company and such Person; any thing herein contained to the contrary thereof notwithstanding.

CLXXI. And

CLXXI. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for fixing and by such Orders to fix the Sum to be charged by the said Company in respect of small Parcels (not exceeding Five hundred Pounds Weight each) as to them shall seem proper: Provided always, that the Provision herein-before contained shall not extend to Articles, Matters, or Things sent in large aggregate Quantities, although made up of separate and distinct Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but only to single Parcels unconnected with Parcels of a like Nature which may be sent upon the Railway at the same Time.

Company  
authorized to  
fix the Prices  
of small  
Parcels.

CLXXII. Provided always, and be it further enacted, That in all Cases where any of the above-mentioned Articles, Matters, Things, or Persons shall be conveyed on the said Railway for a less Distance than Six Miles the said Company are hereby empowered to demand and receive the afore-mentioned Rates, Tolls, and Charges for Conveyance, as the Case may be, for Six Miles, exclusive of a reasonable Charge for the Expence of loading and unloading such Articles, Matters, and Things in Cases where the loading and unloading shall be done by the said Company, and which Charge the said Company are hereby authorized to make.

Regulating  
the Charge  
for short  
Distances.

CLXXIII. And be it further enacted, That (without Prejudice to any of the Provisions herein-before contained) in all Cases in which there shall be a Fraction of a Ton a Proportion of the said Rates or Tolls may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton such Fraction shall be deemed and considered as a Quarter of a Ton; and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Carriage shall pass upon the said Railway beyond Six Miles or any greater Number of Miles, the Proportion of the Rates or Tolls which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein, and when there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed and considered as a Quarter of a Mile; and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates or Tolls shall be demanded and taken upon the said Railway, the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof, at the Distance of One Quarter of a Mile from each other.

Regulating  
the Charge  
in Cases of  
Fractional  
Parts of a  
Ton or of a  
Mile.

CLXXIV. And be it further enacted, That it shall be lawful for the said Company, from Time to Time as they shall think fit, to reduce all or any of the Rates or Tolls by this Act authorized to be taken, and to take the reduced Rates, and afterwards from Time to Time again to raise the same or any of them, and then to take such higher Rates, so that the same respectively shall not at any Time exceed the Amount by this Act authorized.

Power to  
reduce the  
Rates or  
Tolls.

Rates to be  
charged  
equally.

CLXXV. Provided always, and be it further enacted, That the aforesaid Rates and Tolls to be taken by virtue of this Act shall at all Times be charged equally and after the same Rate *per Ton per Mile* throughout the whole of the said Railway in respect of the same Description of Articles, Matters, or Things, and that no Reduction or Advance in the said Rates and Tolls shall, either directly or indirectly, be made partially or in favour of or against any particular Person or Company, or be confined to any particular Part of the said Railway, but that every such Reduction or Advance of Rates and Tolls upon any particular Kind or Description of Articles, Matters, or Things shall extend to and take place throughout the Whole and every Part of the said Railway upon and in respect of the same Description of Articles, Matters, and Things so reduced or advanced, and shall extend to all Persons whomsoever using the same, or carrying the same Description of Articles, Matters, and Things thereon; any thing to the contrary thereof in anywise notwithstanding.

Company  
may contract  
with the  
London and  
Birmingham  
Railway  
Company  
for passing  
over a Por-  
tion of their  
Railway.

CLXXVI. And whereas it is intended that the Railway hereby authorized to be made should communicate with the *London and Birmingham* Railway as herein-before mentioned, and it is expedient that the said Company hereby incorporated should have Power to treat and agree with the said *London and Birmingham* Railway Company for the Use of so much of the Line of the said last-mentioned Railway as shall lie between the said Point of Junction of the said Two Railways and the present or any future Termination at or near *London* of the said *London and Birmingham* Railway; be it therefore enacted, That, notwithstanding any thing in this Act or in any Act relating to the said *London and Birmingham* Railway Company contained, it shall and may be lawful to and for the said Two Companies and they are hereby empowered respectively to enter into such Agreements, from Time to Time as they may think fit, for the Admission and Regulation of the Traffic of the said Great Western Railway Company upon the said Portion of the said Line of the said *London and Birmingham* Railway, upon such Terms, by way of Compensation for the Use thereof, or otherwise, and under such Restrictions, as may from Time to Time be mutually agreed upon: Provided always, that in case any such Agreement shall be from Time to Time made as aforesaid between the said Two Companies, such Agreement shall be framed and made in such a Manner as shall enable all Persons to use, pass, and traffic on the said Portion of the said *London and Birmingham* Railway, in such and the same Manner, and upon the same Terms and Conditions, as they are or may be enabled to use the Remainder of the said Railway under the Provisions of any Act or Acts relating thereto.

A List of the  
Rates, Tolls,  
&c. to be  
affixed in  
conspicuous  
Places.

CLXXVII. And be it further enacted, That the said Company shall cause to be painted on Boards, and to be affixed and continued, and renewed as often as the same shall be obliterated or defaced, to or upon every Toll House or Building at which any of the Rates or Tolls by this Act authorized shall be collected or received, in some conspicuous Place in large and legible Characters, an Account or List of the several Rates and Tolls which the said Company shall from Time to Time direct and appoint to be taken, and which shall

be



be payable by virtue of this Act; and in case any Owner or Master of or Person having or assisting in the Charge of any Carriage passing upon the said Railway, or any Collector of the Rates or Tolls aforesaid, shall, after and whilst such Account or List shall be affixed as aforesaid, demand or take more than the Amount thereon specified, such Owner, Master, Collector, or other Person as aforesaid shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

CLXXVIII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates or Tolls for or in respect of any Article, Matter, or Thing, or any Carriage, Passenger, or Cattle, carried or conveyed upon or along the said Railway, except during the Time that the said Board shall be so affixed as aforesaid, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distance for which such Rates or Tolls shall be taken, shall remain so set up,

Rates or Tolls  
only payable  
whilst Boards  
remain.

CLXXIX. And be it further enacted, That if any Person shall wilfully pull down, deface, or destroy any Board which shall have been set or put up or affixed by virtue or in pursuance hereof, or any Stone or Mark set up to denote Distances on the said Railway, or shall actually or constructively concur or aid therein, he shall, on Conviction, forfeit and pay a Sum not exceeding Five Pounds for every such Offence.

Penalty on  
Persons  
defacing  
boards

CLXXX. And be it further enacted, That every Collector of the Rates or Tolls by this Act granted shall and he is hereby required to place his Christian and Surname, painted on a Board in legible Characters, in the Front or on some other conspicuous Part of the Toll House or other Building whereat he shall be on Duty, each of the Letters of such Names to be at least Two Inches in Height and of a Breadth in proportion, and painted either in White Letters on a Black Ground or in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the said Rates or Tolls shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as aforesaid, or shall demand or take a greater or less Rate or Toll from any Person than he shall be authorized to do by virtue of the Powers of this Act, and of the Orders of the said Company made in pursuance thereof, or shall refuse to permit or shall not permit any Person to read, or shall in anywise hinder any Person from reading, the Inscriptions on the Board to be affixed as aforesaid, or shall refuse to tell his Christian or Surname to any Person who shall demand the same, and who shall have paid the legal Rates or Tolls, or shall in answer to such Demand give a false Name or Names, or upon the legal Rate or Toll being paid or tendered shall unnecessarily detain or wilfully obstruct or hinder any Carriage or any Person from passing upon the said Railway, or shall make use of any scurrilous or abusive Language to any Officer or Servant of the said Company, or to any Passenger upon or to any Person lawfully using the said Railway, then and in every such Case every

For prevent-  
ing Toll Col-  
lectors mis-  
behaving.

every such Collector shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Recovery  
of Rates or  
Tolls.

CLXXXI. And be it further enacted, That the Rates or Tolls hereby authorized to be taken shall be paid to such Persons, at such Places upon or near the said Railway, and in such Manner and under such Regulations as the said Company or as the said Directors shall, by Notice to be annexed to the Account or List of Rates or Tolls, direct or appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates or Tolls as have accrued due unto the respective Persons appointed to receive the same as aforesaid, the said Company may, in case such Rates or Tolls shall amount to or exceed the Sum of Twenty Pounds, sue for and recover the same by an Action of Debt or upon the Case in any of His Majesty's Courts of Record; or the Person to whom such Rates or Tolls ought to have been paid may and he is hereby empowered, whether such Rates or Tolls shall amount to the Sum of Twenty Pounds or not, to seize the Goods, Articles, and other Things for or in respect whereof any such Rates or Tolls ought to be or ought to have been paid, or any Part thereof, and the Carriage laden therewith, or any other Goods, Articles, or Things belonging to the Person liable to pay such Rates or Tolls, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall not be redeemed within Twenty-one Days next after the taking thereof the same shall be appraised and sold, and such Rates, Tolls, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rent.

Owners of  
Carriages to  
give Account  
of Lading.

CLXXXII. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing or being upon the said Railway shall give an exact and true Account in Writing, signed by them, to the Collectors of the Rates or Tolls, at the Places where they shall attend for that Purpose, of the Quantity of Goods and other Things as aforesaid which shall be in or upon the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded or left or taken off the said Railway; and if the Goods or other Things contained in or upon any such Carriage shall be liable to the Payment of different Rates or Tolls, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Rates or Tolls; and in case any such Owner or other Person as aforesaid shall neglect or refuse so to give and deliver such Account or to produce his Bill of Lading to any Collector demanding the same, or shall give a false Account, or shall leave or deliver out or take off any Part of his Lading or Goods at any other Place than may be mentioned in such Account, with an Intent to avoid the Payment of any of the said Rates or Tolls, and shall be thereof convicted before any Justice of the Peace acting within his Jurisdiction, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton of Goods, or for any Parcel not exceeding Five Hundred Weight, and so in proportion for any less Quantity of Goods than a Ton or Five Hundred Weight, as the Case may

may be, which shall be in or upon such Carriage of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be fraudulently left, delivered out, or taken off as aforesaid, as the Case shall happen, over and above the Rate or Toll to which such Goods or Things may be liable.

CLXXXIII. And for better ascertaining the Weight of Goods and other Things to be charged with the Payment of Tonnage Rates or Tolls as aforesaid, be it further enacted, That as respects all such Goods and other Things as aforesaid, except Stone and Timber, One hundred and twelve Pounds Weight shall be deemed One Hundred Weight, and Twenty such Hundred Weight shall be deemed One Ton; and as respects Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Beech, and Ash, and Fifty Cubic Feet of all other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity, any Usage to the contrary notwithstanding.

Weight of  
Goods ascer-  
tained.

CLXXXIV. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates or Tolls, or any other Officer or Servant of the said Company, and any Owner of or Person having the Charge of any Carriage passing upon the said Railway, or of any Goods, Articles, or Things in or on such Carriage, or respecting the Goods, Articles, or Things in or on such Carriage, or the Rates or Tolls due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and Things as shall be therein or thereon; and in case the same shall upon such examining, weighing, measuring, or gauging appear to be of greater Weight or Quantity or of different Quality than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage and the respective Owners of such Goods and other Things shall also, at the Option of the said Company, be liable to pay the Costs and Charges of such examining, weighing, measuring, or gauging; all which Costs and Charges, upon Refusal or Neglect of Payment thereof, on Demand, shall and may be recovered and levied by and in such Ways and Manner as the said Rates and Tolls are in this Act authorized to be recovered and levied; but if such Goods, Articles, or Things shall appear to be of the same Quantity and Quality or of less Weight or Quantity than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such examining, weighing, measuring, or gauging, and shall also pay to such Owner of or Person having Charge of such Carriage, and to the respective Owners of such Goods, Articles, or Things, such Damage as shall appear to any Justice of the Peace acting within his Jurisdiction, on the Oath, or in the Case of a Quaker Affirmation, of any credible Witness, to have arisen from or by such Detention; but in case it shall at any Time be made appear to such Justice, upon the Complaint of the said Company, and upon the like Oath or

In case of  
Difference  
concerning  
Weight Col-  
lector may  
weigh or  
measure  
Carriage.

[*Local.*]

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Affirmation,

Affirmation, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Person as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or Things as aforesaid, such Damage as shall appear to such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company or by such Collector or other Officer as aforesaid (as the Case may be), the same may be recovered by Distress and Sale of the Goods of the said Company, or of the said Collector or other Officer as aforesaid (as the Case may be), by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any), upon Demand, after deducting the Costs of such Distress and Sale, to the said Company or to the said Collector or other Officer as aforesaid (as the Case may require).

For settling  
Disputes  
about the  
Amount of  
Rates or  
Tolls.

CLXXXV. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates or Tolls due to the said Company, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or (as the Case may require) the Proceeds of the Sale thereof, until the Amount of the Rates or Tolls due, or (as the Case may require) such Rates or Tolls, and the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace acting within his Jurisdiction, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath or Affirmation of the Parties or other Witnesses, and determine the Amount of the Rates or Tolls due, or (as the Case may be) such Amount, and also the Amount of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Nonpayment thereof, on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

Company  
empowered  
to lease the  
Rates or  
Tolls.

CLXXXVI. And be it further enacted, That it shall be lawful for the said Company from Time to Time to let the Rates and Tolls by this Act made payable, or any Part thereof, upon the Whole or upon any Part of the said Railway, to any Person or Corporation, for any Term which they shall think proper, not exceeding Seven Years from the Commencement of any such Lease, and to commence in Possession upon or within Three Calendar Months next after granting the same; and every such Lease shall be valid; and the respective Lessees thereof, and also such Persons as such Lessees shall appoint to collect and receive the Rates or Tolls so let, shall, during the Continuance of such Lease, be deemed Collectors of the Rates or Tolls so let, but for the proper Use of the Lessees thereof, and shall have the same Power and Authority to collect and recover the same, and be subject

subject to the same Rules, Duties, and Penalties, as if they had been appointed for that Purpose by the said Company: Provided always, that public Notice of the Intention to let the said Rates and Tolls, or the Part thereof intended to be let, shall be given by the said Company, by Advertisement to be inserted in some *London Newspaper* and in some *Bristol Newspaper*, at least Fourteen Days prior to any Meeting of the said Company or of the said Directors at which it may be intended that the said Rates and Tolls shall be let as aforesaid.

CLXXXVII. And be it further enacted, That in case any of the Rates or Tolls granted by this Act shall be demised or let to farm in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so demised or let, or any of them, or in case all or any Part of any Rent agreed to be paid by any such Lessee or Farmer shall be in arrear or unpaid for the Space of Seven Days next after any of the Days on which the same ought to be paid, pursuant to the Lease, Agreement, or Contract for demising or letting the same Rates or Tolls, or in case any temporary or other Collector of any of the said Rates or Tolls shall be discharged from his Office, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family or any Representative of any such Collector who shall die, abscond, or absent himself, or be discharged, or in case any Person, being in Possession thereof, shall refuse to deliver up or shall not deliver up Possession of any Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be erected or provided under the Powers or used for any of the Purposes of this Act, for or within the Space of Seven Days after Demand thereof made in Writing given to him or left at such Toll House, Office, Weighing Machine, or Building, or at any of such Toll Houses, Offices, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or Person, such Demand in Writing to be signed by any Two or more of the said Directors, or by a Secretary or Clerk for the Time being of the said Company, or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable, then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace acting within their Jurisdiction, upon Application made by the said Directors or by a Secretary or Clerk for the Time being of the said Company, by Warrant under the Hands and Seals of such Justices respectively, to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take possession of every or any such Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereunto belonging, and to remove and put such Lessee, Farmer, or Collector, or other Person who shall be found therein, together with his Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates or Tolls, and to put the said Company, or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate and determine the Lease, Contract,

Power of Re-  
entry in case  
of Nonper-  
formance of  
Conditions  
of Lease of  
Rates or  
Tolls.

Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes, (save as to the Covenants and Agreements for Payment of the Rent thereby reserved, or other unperformed or broken Obligations, Covenants, or Agreements on the Lessee's Part,) and it shall be lawful for the said Company in every such Case, either during such Proceedings or on the Termination thereof, again to demise or let to farm the said Rates or Tolls to the same or any other Person, or cause them to be collected, in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

Weights  
allowed to be  
carried on  
the Railway.

CLXXXVIII. And be it further enacted, That no Carriage shall carry or bear at any One Time upon the said Railway, including the Weight of such Carriage, more than Four Tons Weight, except in any One Piece of Timber, Block, or Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which shall nevertheless not exceed the Weight of Eight Tons, including the Weight of the Carriage, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Rates as they may from Time to Time direct or appoint, not exceeding Four-pence *per Ton per Mile*; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway without the special Licence of the said Company, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Sums as they may deem proper.

Company to  
regulate the  
Passage on  
the Railway.

CLXXXIX. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and the Times when the same shall be open for Use, and for or relating to Travellers and Carriages passing upon the said Railway, and for or relating to the Mode or Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure and Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods and other Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon any such Carriages, or in any of the Stations or Premises occupied by or belonging to the said Company, and generally for regulating the passing upon, using, or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care and Conduct of such Carriages, and by all Persons using or working the said Railway and other Works, and by all Travellers and Passengers passing upon the said Railway, upon pain of forfeiting and paying a Sum not exceeding Five Pounds, which the said Company may attach to any such Default: Provided always, that in  
every

every Case of Infraction or Non-observance of any such Rules or Regulations, which shall be attended with Danger to the Public or Annoyance to Travellers, or which shall obstruct or hinder the said Company in their due and lawful Use and working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger, or to remove or prevent such Obstruction, Nuisance, or Hindrance.

CXC. And be it further enacted, That no Carriage shall pass along or be upon the said Railway or any Part thereof, or the Works connected therewith, (except in directly crossing the same, as herein authorized, for the Occupation of the respective Lands through which such Railway shall be laid, or in passing any public or private Carriage Road which may happen to cross the said Railway,) unless such Carriage shall have been originally constructed according to the Rules and Regulations which the said Company may from Time to Time make in regard to Carriages, (and which Rules and Regulations the said Company are hereby expressly authorized to make, and wholly or partially alter or revoke, from Time to Time, with Power to make new Rules and Regulations from Time to Time in lieu of or in addition to any former Rules and Regulations,) nor unless such Carriage shall at all Times, so long as it shall be used or shall be on the said Railway and Works or any Part thereof, remain and be of such Construction and in such State and Condition as the Rules and Regulations of the said Company may from Time to Time or at any Time require: Provided always, that all the Rules and Regulations which the said Company may from Time to Time make in regard to such Carriages shall, before they shall have any Effect as Rules and Regulations, be published once in some One Newspaper of every County through which the said Railway shall pass; and such Publications as aforesaid shall be deemed and taken to be sufficient for all Purposes, and to be express Notice of all such Rules and Regulations to all Persons and Companies whomsoever, and the Production of a Newspaper of each of the said Counties, containing a Notice purporting to be a Notice of the Rules and Regulations of the said Company, shall for all Purposes be considered sufficient Evidence of the due making and Publication of such Rules and Regulations: Provided also, that if any Dispute shall at any Time and from Time to Time arise between the said Company and the Owner of any such Carriage as to the original Construction, or as to the State or Condition from Time to Time or at any Time of any such Carriage, in reference to the then past or existing Rules and Regulations of the said Company, such Disputes shall from Time to Time, when and as they may arise, be immediately referred to Three indifferent Persons, one to be appointed by the said Company, and another by the Owner of any such Carriage, and the Third to be appointed by the Two so first appointed previous to their entering on the Business of the Reference, and the Decision, in Writing, of such Two Arbitrators and their Umpire, or of any Two of them, (as the Case may be,) shall be final and conclusive; and if either the said Company or the said Owner shall for Ten Days after being so required in Writing by the other of them neglect or refuse to appoint a Referee to act on their or his Behalf, then the Referee of

Carriages not to be used unless constructed as directed by the Company.



the other Party may alone make a final Decision in Writing ; and such Award or Decision shall, upon Proof of the Signatures thereto, be admitted in all Courts, and before all Judges, Justices, and others, as sufficient Evidence for all Purposes whatsoever of all the Facts therein stated; and if any Carriage not originally constructed according to the then Rules and Regulations of the said Company, or not from Time to Time or at any Time being in the State and Condition which the Rules and Regulations of the said Company in existence at that Time may require, shall pass or be upon any Part of the said Railway or the Works connected therewith (except as aforesaid), the Owner thereof, or his Servant, or any one of his Servants, having for the Time being the Charge of any such Carriage, shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Engines used  
on Railway to  
be approved  
by Company.

CXCI. And whereas for the greater Security of Passengers and other Persons travelling upon and using the said Railway it is expedient that the moving Powers to be from Time to Time used in drawing or propelling Carriages upon or abng the said Railway should be under the Control of the said Company; be it therefore enacted, That no locomotive or other Engine, or other Description of moving Power, shall at any Time be brought upon or used on the said Railway unless the same shall first have been approved of by the said Company; and it shall be lawful for the said Company, and they are hereby required, within Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine, at any Place within Five Miles of the said Railway, and to report thereon to the said Company, who shall within Seven Days after such Report, in case such Engine shall be found fit and proper to be used on the said Railway, give a Certificate to the Party requiring the same of their Approval of every such Engine; and it shall be lawful for the said Company from Time to Time upon the Report of their Engineer or other Agent of any Engine used upon the said Railway being out of repair or unfit to be used upon the said Railway, to order the same to be taken off or to forbid the same to be used upon the said Railway ; and in case any Person shall bring or use upon the said Railway any locomotive or other Engine or any other moving Power without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the said Railway any such Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove the same, or shall use any such Engine upon the said Railway without having first repaired the same to the Satisfaction of the said Company, and obtained such Certificate of Approval as aforesaid, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence; and the said Company are hereby authorized to remove such Engine from the said Railway.

Locomotive  
Engines to  
consume  
their own  
Smoke.

CXCII. And be it further enacted, That the Boiler of every locomotive Steam Engine to be used upon the said Railway shall be constructed upon the Principle of consuming its own Smoke, under a  
Penalty

Penalty of Five Pounds for every Offence, to be recovered in a summary Way by the Order and Adjudication of One or more Justice or Justices of the Peace, on Complaint to him or them for that Purpose made, in the same Manner as other Penalties and Forfeitures (for the Recovery whereof no special Directions are given) are by this Act directed to be recovered; one Half of which Sum, as often as the same shall be recovered, shall be paid to the Informer, and the other Half to the Vestry Clerk or other proper Officer of the Parish or Place where such Offence shall be committed, for the Benefit of the Poor of such Parish or Place.

CXCIH. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway, and carrying Passengers or Goods for Pay, Hire, or Reward, shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be entered with the Clerk or other Officer of the said Company appointed for that Purpose, and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least, and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such Carriage to be weighed, measured, and gauged, at the Expence of the said Company, whenever it shall be required by the said Company or by any Person by them appointed for that Purpose; and every Owner or other Person having the Care of any Carriage, or who shall conduct the same upon the said Railway, without having such Carriage previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with some Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Owners to put their Names, &c. on the Outside of their Carriages.

CXCIV. And be it further enacted, That the respective Owners of Engines and Carriages passing or being upon the said Railway and Works, or any Part thereof, shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, Machinery, Apparatus, or other Works made by virtue of this Act, or to or upon the Property of any other Person, either by loading or unloading such Carriages or by any Means whatsoever; and every such Owner shall for every such Trespass, Damage, or Mischief, upon Conviction of any such Servant or other Person before some Justice of the Peace, either by the Confession of the Party

Owners of Carriages to be accountable for Damage done by their Servants.

Party offending, or upon the Oath, or, in the Case of a Quaker, the Affirmation of some credible Witness, pay to the said Company or to the Person injured, as the Case may be, the Damages, to be ascertained by such Justice, so that the same do not exceed the Sum of Twenty Pounds, and also shall over and above such Damages forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and all Costs, Charges, and Expences attending such Conviction; all which Damages, Penalties, Costs, Charges, and Expences shall be levied by Distress and Sale of the Goods and Chattels, if any can be conveniently found, of the Owner of such Carriage, by Warrant under the Hand and Seal of such Justice; and the Overplus if any, of the Proceeds of such Sale, after Deduction of such Damages, Penalties, Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, upon Demand, to the Owner of such Goods and Chattels; and in case no sufficient Distress can be conveniently found, then such Owner shall be committed to Prison as herein-after directed with respect to Persons who are convicted in any Penalty, and have no sufficient Goods whereon such Penalty may be levied; but if the Value or Amount of such Trespass, Damage, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such Carriage, his Executors or Administrators, may, at the Option of the said Company or the Person injured, as the Case may be, be sued and prosecuted for the same in any of His Majesty's Courts of Record; and if a Verdict or Judgment shall be given against him, either upon Proof made or by Default or upon Demurrer, the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

Owners to  
recover from  
their Ser-  
vants Money  
paid for their  
Neglect, &c.

CXCV. Provided always, and be it further enacted, That in case any Owner of any Carriage passing or being upon the said Railway and Works or any Part thereof shall be compelled to pay any Penalty or to make any Satisfaction for any Damage by reason of any wilful Act, Neglect, or Default of any of his Servants, every such Servant shall be liable to pay such Penalty or Satisfaction for Damages, or both, (as the Case may be,) with the Costs attending the same, to such Owner; and in case of Nonpayment thereof on Demand, and Oath, or, in the Case of a Quaker, Affirmation made by such Owner of the Payment by him of such Penalty and Satisfaction, or either of them (as the Case may be,) and that the same hath not been repaid to him by such Servant, although demanded, (such Oath or Affirmation being made before some Justice of the Peace for the County, City, or Place in which such Penalty or Damage was incurred,) such Penalty and Satisfaction or either of them (as the Case may be), and the Costs aforesaid, shall be levied, by Warrant under the Hand and Seal of such Justice, by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale; and the said Penalty and Satisfaction or either of them (as the Case may be), and Costs and Charges as aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction or either of them, and the Costs, so by him paid for the wilful Neglect or Default of such Servant as aforesaid; and in case no sufficient Distress can be had such Justice shall and he is hereby required to commit such Servant to some Common Gaol or House of Correction for the said County, City,

City or Place, there to remain without Bail or Mainprize for any Time not exceeding Three Calendar Months.

CXCVI. Provided always, and be it further enacted, That if any Person, (save and except the said Company and their Agents and other Persons authorized by them, and by them authorized for the Purposes only of the said Undertaking,) shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in leading or driving, or shall permit or suffer to be upon such Railway or any Part thereof any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or any other Beast or Animal, (except only in directly crossing the same at Places to be appointed for that Purpose, or for the necessary Occupation, as aforesaid, of the respective Lands through which the said Railway shall pass,) every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Railway not to be used as a Passage for Horses or other Cattle.

CXCVII. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of Lands through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases in which the said Company shall at their own Expence have made proper and convenient Communications from the Land on the One Side of the said Railway to the Land on the other Side thereof, according to any Agreement with any Owner or Occupier thereof, or according to the Provisions of this Act,) at all Times to pass and repass and to lead and conduct any Horse, Mule, or Ass, Cow, or other Cattle, Sheep, Swine, or other Beast, directly, but not otherwise, over and across such Part and such Part only of the said Railway as shall be made in or upon their respective Lands for the Purpose of occupying the same Lands, without Payment of any Rate or Toll for the same, provided that by so doing or by consequence thereof the Passage upon or along the said Railway be not in any way hindered or obstructed, or the same or the Works connected therewith be not in any way damaged.

Owners and Occupiers of a joining Land to cross Railway without Payment of Toll.

CXCVIII. And whereas it may be attended with very great Danger to the Public if the said Railway should be used by Persons on Foot; be it therefore enacted, That if any Person shall be or travel or pass upon Foot upon the said Railway without the Licence and Consent of the said Company (unless for the Purpose of attending any Carriage under his Care, and except the respective Owners or Occupiers of Lands through which the said Railway shall pass, and their respective Servants, in passing across or over the same, as herein-before authorized), every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on Persons on Foot using Railway.

CXCIX. And be it further enacted, That if any Person shall throw, place, or wilfully scatter or drop any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, or shall extinguish any Light or Lamp set up on or near the said Railway or other Works, (unless by Authority of the said Company,) or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he, and every Person

Penalty on Persons obstructing the free Course of Railway.

[Local.]

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actually

actually or constructively aiding or assisting therein, shall respectively forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Penalty on  
destroying  
Works.

CC. And be it further enacted, That if any Person shall wilfully and to the Detriment of the said Undertaking or of the said Company injure, break, throw down, destroy, steal, or take away any Part of the said Railway or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works so as that the Use of or Passage on the said Railway shall be or shall be liable to be obstructed, impeded, or otherwise interrupted, every Person, being lawfully convicted of any such Offence, shall be subject and liable to the Pains and Penalties to which Persons shall be liable in Cases of Simple Larceny.

Punishment  
of Persons in  
the Service of  
the Company  
for Drunken-  
ness.

CCI. And whereas it is expedient for the further Security of Property and the better Conduct of the Business on the said Railway, after the same or any Part thereof shall be completed, that Punishment beyond that which is now by Law provided shall be inflicted upon any Person in the Service of the said Company who may be found in a State of Drunkenness on any Part of the said Railway, or in any of the Stations, Warehouses, or other Works connected therewith; be it therefore enacted, That if any Person in the Service for the Time being of the said Company shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds nor less than Ten Shillings, to be recovered and applied in like Manner as Penalties imposed by this Act are directed to be recovered and applied.

Indictments,  
Informa-  
tions, &c.  
how to be  
preferred or  
instituted.

CCII. And be it further enacted, That in all Indictments, Informations, or legal Proceedings whatsoever to be preferred, instituted, or carried on against any Person for feloniously taking, stealing, or embezzling, or for destroying, damaging, or injuring, removing or carrying away, any Goods, Chattels, or Property of or belonging to the said Company, or any Goods, Chattels, or Property in their Custody or Possession, or in the Custody or Possession of any Officer or Servant of the said Company, or for or on behalf of any other Person or Corporation having deposited such Goods, Chattels, or Property in the Care or Custody of the said Company or other Officers or Servants, or any Goods, Chattels, or Property in or on the said Railway, or any of the Yards, Stations, Works, Warehouses, or Premises belonging to the said Company, and in all other Indictments, Informations, or legal Proceedings whatsoever of or concerning such Goods, Chattels, or Property respectively, it shall be sufficient to describe and refer to such Goods, Chattels, and Property respectively as the Goods, Chattels, and Property of the said Company; and in case the same shall have been so as aforesaid feloniously taken, stolen, or embezzled, or removed or carried away, to allege that the same were so feloniously taken, stolen, embezzled, removed, or carried away (as the Case may be) from the said Company; and it shall be sufficient, on the Trial or Hearing of any such Indictment, Information, or other

other legal Proceeding, to prove that at the Time when such Goods, Chattels, and Property respectively were so feloniously stolen, taken, or embezzled, or so damaged, destroyed, or injured, or removed or carried away, or when other the Matter or Thing complained of in such Indictment, Information, or other legal Proceeding took place, such Goods, Chattels, and Property were in or on the said Railway, or some of the Yards, Stations, Works, Warehouses, or Premises belonging to the said Company, or in the Custody or Possession of some Officer or Servant of the said Company, for and on behalf of the said Company, or for and on behalf of some Person or Corporation having deposited the same with the said Company, without any other Proof of Property.

CCIII. And be it further enacted, That if the loading of any Carriage using the said Railway shall be suffered to extend more than Thirty Inches over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage or any Goods or Things shall be placed or be suffered to remain on any Part of the said Railway or other Works so as to obstruct the Passage or working thereof, and the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, such Person shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Period than an Hour; and it shall be lawful for any Agent or Officer of the said Company to cause any such Carriage, Goods, or Things to be unloaded, if necessary, and to be removed in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until Expences occasioned by such unloading, Removal, or Detention shall be paid; and the said Company shall not, nor shall any Agent or Officer of the said Company, be liable or accountable for any Damage or Loss occasioned by any such unloading, Removal, or Detention, or for any Delay occasioned thereby, or in any other Way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained, nor shall they or he be liable for the safe Custody of any such Carriage, or any Goods or Things which shall be so detained, unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained.

Penalty for  
obstructing  
the Railway.

CCIV. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained and determined by some Two or more Justices of the Peace for the County, City, or Place wherein such Damages or Charges shall be incurred or be directed to be paid; and where by this Act any Damages or Charges are directed to be paid in addition to any

Damages and  
Charges in  
Cases of Dis-  
pute to be  
settled by  
Two Justices.

Penalty

Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment of the Damages in any of the Cases aforesaid, to levy such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels, in manner by this Act directed for the levying of any Penalties or Forfeitures.

In case of  
Nonpayment  
of Compensation  
for  
Damages, &c.  
the same to  
be levied by  
Distress of  
the Goods of  
the Com-  
pany.

CCV. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company, or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Twenty-one Days after Demand in Writing shall have been made upon the said Company, in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company under a Warrant to be issued for that Purpose by such Justice, which Warrant any such Justice is hereby authorized and required to grant under his Hand and Seal on Application made to him for that Purpose by the Party entitled to receive such Money; and in case any Overplus shall remain after Payment of such Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned, on Demand, to the said Company.

Recovery  
and Applica-  
tion of  
Penalties.

CCVI. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Order, or Rule made in pursuance thereof, (the Manner of levying and recovering whereof is not herein otherwise particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way, by the Order and Adjudication of some Two or more Justices of the Peace acting within their Jurisdiction, on Complaint to them for that Purpose made, and afterwards be levied as well as the Costs (if any) of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hands and Seals of such Justices; and the Overplus (if any) of the Money so raised or recovered, after discharging such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures not herein directed to be otherwise applied shall be paid, one Moiety to the Informer, and the Remainder to the said Company, for the Use and Benefit of the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, one Moiety to the Informer,



and the Remainder to the Overseers of the Poor of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Parish, Township, or Place; and in case such Penalties and Forfeitures shall not be forthwith paid it shall be lawful for such Justices and they are hereby required to order the Offender so convicted to be detained in safe Custody until Return can conveniently be made to such Warrant of Distress, unless such Offender shall give sufficient Security to the Satisfaction of such Justices of the Peace for his Appearance before such Justices, or before some other Justices of the Peace having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress (such Time being not more than Eight Days from the taking of such Security), and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures, and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justices shall not be required to issue such Warrant of Distress, but they are hereby required by Warrant under their Hands and Seals to commit such Offender to some Common Gaol or House of Correction for the County, City, or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

CCVII. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace it shall be lawful for the Justice of the Peace before whom Complaint shall be made for any Offence committed against this Act, or against any Bye Law, Order, or Rule made in pursuance hereof, to summon before him the Party complained against, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture incurred, and to proceed in the Recovery of the same, although no Information in Writing or in Print shall have been exhibited before such Justice; and all such Proceedings by Summons without Information in Writing or in Print shall be as valid and effectual to all Intents and Purposes as if an Information in Writing or in Print had been exhibited.

Justices may proceed by Summons in the Recovery of Penalties.

CCVIII. And be it further enacted, That it shall be lawful for any Officer or Agent of the said Company, and all such Persons as he shall call to his Assistance, to seize and detain any Person whose Name and Residence shall be unknown to such Officer or Agent who shall commit any Offence against this Act, and to convey him

For securing Offenders whose Names and Residences are unknown.

[*Local.*]

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with

with all convenient Dispatch before some Justice for the County, City, or Place within which such Offence shall be committed, without any Warrant or other Authority than this Act; and such Justice is hereby empowered and required to proceed immediately to the hearing and determining of the Complaint.

Forms of  
Information  
and Convic-  
tion.

CCIX. And be it further enacted, That all Justices of the Peace before whom any Person shall be informed against or convicted for or in respect of any Offence against this Act may cause the Information (whenever an Information shall be taken in Writing or in Print) and the Conviction respectively to be drawn up according to the following Forms or any other Forms to the same Effect, as the Case may require; (that is to say,)

Information.

‘ } BE it remembered, That on the Day of  
‘ to wit. A.B. of informeth me  
‘ C.D., One of His Majesty’s Justices of the Peace for the County  
‘ [as the Case may be], that E.F. of [here describe  
‘ the Offence, and the Time and Place when and where committed],  
‘ contrary to an Act passed in the Year of the Reign of  
‘ His Majesty King William the Fourth, intituled [insert the Title of  
‘ this Act], which hath imposed a Forfeiture of for  
‘ the said Offence. Taken the Day of  
‘ before me C.D.’

Conviction.

‘ } BE it remembered, That on the Day of  
‘ to wit. in the Year of our Lord  
‘ A.B. is convicted before me C.D., One of His Majesty’s Justices  
‘ of the Peace for the County of [here describe the  
‘ Offence, and the Time and Place when and where committed], con-  
‘ trary to an Act passed in the Year of the Reign of His  
‘ Majesty King William the Fourth, intituled [insert the Title of this  
‘ Act]. Given under my Hand and Seal the Day and Year first  
‘ above written. C.D.’

Justices to  
appoint Spe-  
cial Consta-  
bles.

CCX. And be it further enacted, That it shall be lawful for Two or more Justices of the Peace acting within their Jurisdiction from Time to Time to appoint such fit and proper Persons as shall be nominated to them by any Three of the Directors of the said Company for that Purpose to be Special Constables within the said Railway and other Works, and every or any Part thereof; and every Person so appointed shall take an Oath, to be administered by the said Justices of the Peace, duly to execute the Office of a Constable for the said Premises; and every Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts, within the Limits of the said Premises, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for the apprehending Offenders, as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices, or any  
1 Three

Three or more Directors of the said Company, to dismiss or remove any such Constable from his Office of Constable; and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease.

CCXI. And be it further enacted, That in all Cases in which any Justice of the Peace is authorized by this Act to examine any Person, or to take cognizance of or to hear or determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath or to receive the Affirmation of any Person before he shall be examined by or before such Justice.

General  
Power to  
Justices to  
administer  
Oaths.

CCXII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information, Order, or Complaint laid in pursuance of or for any Offence committed against this Act, or any Matter which is hereby referred to any Justice of the Peace, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Costs and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath, or (in the Case of a Quaker) on Affirmation, to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

For compel-  
ling Wit-  
nesses to  
attend.

CCXIII. And be it further enacted, That no Person shall be deemed incompetent to give Evidence or be disqualified from giving Testimony or Evidence in any Action, Suit, Prosecution, or other legal Proceedings to be brought or had in any Court of Law or Equity, or before any Justice of the Peace, under or by virtue of this Act, by reason of being a Mortgagee of the Tolls or Creditor of the said Company, Farmer, Lessee, or Collector of such Tolls, Secretary, Clerk, Engineer, or other Officer or Servant of the said Company, nor shall such Testimony or Evidence for any of the Reasons aforesaid be rejected or liable to be questioned or set aside.

Mortgagees,  
Lessees, and  
Officers may  
be Witnesses.

CCXIV. And be it further enacted, That in all Cases in which the said Company shall carry for their own Profit any Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept showing the Amount of Rates or Tolls which would have been received by the said Company for the Use of the said Railway in respect of such Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties; and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have free Access to and Liberty to inspect the same at any Time

Company to  
keep a sepa-  
rate Account  
of the Tolls  
for the Use of  
the Railway.

Time during the first Fourteen Days in the Months of *February* and *August* in each Year.

Persons  
aggrieved  
may appeal  
to Quarter  
Sessions.

CCXV. And be it further enacted, That all Persons and Corporations who may think themselves aggrieved by any Order or Judgment made or given in pursuance of any Bye Law, Order, or Rule of the said Company or of the said Directors, and also the said Company and all other Persons and Corporations who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice of the Peace, relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the County where the alleged Cause of Appeal shall arise, first giving Ten Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Party against whom such Complaint is intended to be made, or to the said Company, as the Case may be, and forthwith after such Notice, in the Case of an Individual appealing, entering into Recognizance before some Justice of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or, if they think proper, may adjourn the Hearing thereof to the following General or Quarter Sessions of the Peace to be held for such County or Place; and the said Justices may, if they see Cause, mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of such Bye Law, Order, or Rule, or Determination, and may also order any such further Satisfaction to be made to the Party injured as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as they shall think reasonable.

Declaring  
what shall be  
good Service  
of Notice on  
the Company.

CCXVI. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon a Secretary or Clerk of the said Company, or leaving the same at the Office of the said Company, or of a Secretary or Clerk, or delivering the same to some Inmate at such Office of the Company, or at the last or usual Place of Abode of such Secretary or Clerk, or in case the same respectively shall not be found or known, then personal Service thereof upon any other Agent of or Officer employed by the said Company, or on any One Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Agent or Officer, shall be deemed good and sufficient Service of the same respectively on the said Company.

CCXVII. And

CCXVII. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, or otherwise, upon any Person or Corporation, under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon some Member or upon the Clerk or other Officer of such Corporation, or delivering the same to some Inmate of the last or usual Place of Abode of such Person, or of such Member, Clerk, or other Officer of such Corporation, or at the Office of such Clerk or other Officer, shall be deemed good and sufficient Service of the same respectively upon such Person or Corporation (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by One Director, or by a Secretary or Clerk of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print.

Declaring  
what shall be  
good Service  
of Notice by  
the Com-  
pany.

CCXVIII. And be it further enacted, That in case any Person against whom the said Company may have any Claim or Demand shall become bankrupt or insolvent, a Secretary or Clerk or Treasurer of the said Company for the Time being may do all the same Acts, and have and exercise all the same Powers and Privileges, as to the Establishment or Proof of Debts, voting in Choice of Assignees, signing Certificates, and other Matters and Things in respect of or relating to the Claim or Demand of the said Company, as any Person, being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

How Debts  
may be  
proved in  
Cases of  
Bankruptcy.

CCXIX. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act or otherwise against or by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Two or more of the Directors of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of qualifying any Person to give Evidence as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, and also to do any other Act, Matter, or Thing in any such Action, Suit, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing shall be as valid and effectual, in all respects and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

Directors  
empowered  
to grant  
Releases to  
Witnesses.

CCXX. And be it further enacted, That in all Cases of Prosecution for Offences against the Bye Laws, Orders, or Rules of the said Company, the Production of a written or printed Paper pur-  
[Local.] 368 porting

Authenti-  
cated Bye  
Laws to be  
Evi dence.

porting to be the Bye Laws, Orders, or Rules of the said Company, and authenticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence and of the due making of such Bye Laws, Orders, or Rules; and it shall be sufficient to prove that a printed Paper or painted Board containing a Copy of such of the Bye Laws, Orders, or Rules as shall subject any Person (not being a Proprietor of the said Company) to any Fine or Penalty hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged hath been replaced as soon as conveniently might be, unless Proof shall be adduced by the Defendant that such printed Paper or painted Board is not a Copy of such Bye Laws, Orders, or Rules, or hath not been duly affixed and generally continued in manner by this Act directed.

Distress not  
unlawful for  
Want of  
Form.

CCXXI. And be it further enacted, That where any Distress shall be made for any Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor shall any Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceeding relating thereto, nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards committed by him, but all Persons aggrieved by such Defect or Irregularity may recover full Satisfaction for the special Damage by an Action upon the Case.

Proceedings  
not to be  
quashed for  
Want of  
Form.

CCXXII. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari, or by any other Writ or Proceeding whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

Limitation  
of Actions.

CCXXIII. And be it further enacted, That no Action, Suit, or Information, nor any other Proceeding, of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under this Act, unless Twenty Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed, or in case there shall be a Continuation of Damage then within Six Calendar Months next after the doing or committing such Damage shall have ceased, nor unless such Action, Suit, or Information shall be laid and brought in the County or Place where the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence,  
at

at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of this Act ; and if they shall appear to have been so done or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases.

CCXXIV. And be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in the Execution of this Act, or in, under, or by virtue of any Power or Authority hereby given, if Tender of sufficient Amends shall have been made, by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding before such Action brought; and in case no Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, whereupon such Proceedings, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defendants are allowed to pay Money into Court.

Plaintiff not  
to recover  
after Tender  
of Amends.

CCXXV. And be it further enacted, That none of the Directors of the said Company hereby appointed, or hereafter to be appointed under the Authority of this Act, shall, by reason or means or on account of his being Party to, or making, signing, or executing in his Capacity of Director of the said Company, pursuant to this Act, any Contract, Agreement, or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Directors by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever, in any Court of Law or Equity or elsewhere ; and that the Bodies, Goods, Chattels, Lands, or Tenements of the said Directors or any of them shall not, by reason, on account, or in consequence of any such Contract or other Instrument so entered into, or made, signed, or executed by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seised, detained, or taken in execution; but that in every such Case any Person making any Claim or Demand upon the said Company, or upon any Directors thereof, under or by virtue of any such Contract or Instrument, or other lawful Act, may sue and implead the said Company in like Manner as if such Contract, Instrument,

Directors not  
personally  
answerable  
for Acts le-  
gally done as  
Directors.

ment, or other Act had been entered into and executed and done under the Common Seal of the said Company.

For the Indemnity of the Directors.

CCXXVI. And be it further enacted, That the Directors, their Heirs, Executors, and Administrators shall be indemnified and saved harmless from and against all Payments made or Liability incurred, and all Acts, Deeds, Matters, and Things executed, done, or ordered, and all Sums of Money, Losses, Costs, Charges, and Damages which they shall incur, in the Execution of the Powers and Authorities hereby granted to them, and they shall be so indemnified out of the Assets for the Time being of the said Company, and, if necessary, by Calls for that Purpose of the Capital which may remain unpaid; and the Directors for the Time being of the said Company shall apply the then existing Funds, Assets, and Capital of the said Company for the Purposes of such Indemnity and Reimbursement.

Saving Rights of the Commissioners of Sewers of the City of Westminster, &c.

CCXXVII. Provided always, and be it further declared and enacted, 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 City and Liberty of *Westminster* and Part of the County of *Middlesex*, but all the Rights, Powers, and Authorities vested in them respectively shall be as good, valid, and effectual as if this Act had not been made.

Duties payable to the Corporation of London on Coals to be paid on Coals brought by the Railway nearer to London than Hillingdon.

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c. 76.

CCXXVIII. And whereas the Mayor and Commonalty and Citizens of the City of *London* are entitled to certain Duties on Coals, Culm, and Cinders imported into the Port of *London*, or brought by the Grand Junction or *Paddington* Canals nearer to *London* than the Stone or Post at or near the North-east Point in *Grove Park* in the County of *Hertford*, or brought down the River *Thames* nearer to *London* than the City's Stone placed on the West Side of *Staines Bridge* in the County of *Middlesex*: And whereas by an Act passed in the First and Second Years of the Reign of His present Majesty, intituled *An Act for regulating the Vend and Delivery of Coals in the Cities of London and Westminster, and in certain Parts of the Counties of Middlesex, Surrey, Kent, Essex, Hertfordshire, Buckinghamshire, and Berkshire*, it was enacted, that during the Term of Seven Years, to be computed from the Thirty-first Day of *December* then next, in lieu of all other Rates and Duties payable to the Mayor and Commonalty and Citizens of the City of *London*, the Sums of One Shilling and One Penny *per Ton* on all Coals, Culm, and Cinders brought nearer to *London* on the said Grand Junction and *Paddington* Canals and River *Thames* than the Places aforesaid should be paid to such Person or Persons, and at such Place or Places, in such Manner, and under such Regulations, as the Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, should from Time to Time direct or appoint, with such Powers for the Recovery thereof as are therein mentioned or referred to: And whereas the said Duties would be evaded if Coals, Culm, and Cinders could be brought to or near *London* by means of the said Railway without Payment thereof; be it therefore enacted, That



the like Duty *per* Ton as shall for the Time being be payable to such Person or Persons as the said Mayor, Aldermen, and Commons, in Common Council assembled, shall direct or appoint, on Coals, Culm, and Cinders brought by the Grand Junction and *Paddington* Canals nearer to *London* than the said Stone or Post in *Grove Park* aforesaid, or brought down the River *Thames* nearer to *London* than the said City's Stone on the West Side of *Staines Bridge*, shall be paid in like Manner on all Coals, Culm, and Cinders brought by the Railway hereby authorized to be made nearer to *London* than a Stone to be placed on the East Bank of the River *Colne* in the Parish of *Hillingdon*, or, in case any Deviation is made from the Line of the said Railway, as near thereto as Circumstances will admit; and the same Duty shall be payable to such Person or Persons, at such Place or Places, in such Manner, and under such Regulations as the said Mayor, Aldermen, and Commons, in Common Council assembled, shall from Time to Time direct or appoint, with the same Powers and Authorities for giving Receipts for and enforcing or recovering Payment of the same as are given by the said herein-before recited Act of Parliament in respect of the like Duty on Coals, Culm, and Cinders brought by the said Canals nearer to *London* than the said Stone or Post in *Grove Park* aforesaid, or brought down the River *Thames* nearer to *London* than the said City's Stone on the West Side of *Staines Bridge*: Provided always, that nothing herein contained shall extend to prevent the said Railway Company, their Workmen and Agents, or other Persons using the said Railway, pursuant to the Powers contained in this Act, from bringing by the said Railway to any Point of the said Railway nearer to *London* than the said Stone in the said Parish of *Hillingdon*, or near thereunto, all such Quantities of Coal and Coke from Time to Time as shall be required to be used and shall be *bond fide* used for the Purposes of the Engines of the said Company, not exceeding Five hundred Tons in any One Year, without any Duty being payable in respect of such Coals or Coke: Provided always, nevertheless, that if any Coals or Coke brought nearer to *London* than the said last-mentioned Stone without the Duty being paid in respect thereof, according to the Provisions herein-before contained, shall be used otherwise than for the Purposes of the Engines of the said Company, or more than Five hundred Tons of such Coals or Coke shall be so brought in any One Year without the Duty being paid in respect thereof as aforesaid, the said Company shall in either of such Cases, for every Ton of such Coals or Coke so brought and otherwise used, or for every Ton of such Coals or Coke exceeding Five hundred Tons in any One Year (as the Case may be), forfeit and pay to the said Mayor and Commonalty and Citizens the Sum of One hundred Pounds, to be recovered by Action of Debt, Bill, Complaint, or Information in any of His Majesty's Courts of Record at *Westminster*.

Allowing a certain Quantity of Coals to be consumed for the Purposes of the Railway without Payment of Duty.

CCXXIX. Provided always, and be it further enacted, That nothing in this Act contained shall prejudice or derogate from the Estates, 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, or to prohibit,

Saving the Rights of the Corporation of *London*.

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alter,

alter, or diminish any Power, Authority, or Jurisdiction which at the Time of the passing of this Act the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being as Conservator of the River *Thames*, did or might lawfully claim, use, or exercise; nor to authorize or empower the said Company or any other Person to make any Wharfs or other Erections or Works upon, or to embank, encroach upon, or interfere with any Part of the Soil or Bed of the said River or the Shore thereof, or to alter or divert the Course of the said River or the Waters thereof, within the Jurisdiction of the said Mayor and Commonalty and Citizens of the City of *London* or their Successors, or the Lord Mayor for the Time being.

Compensation to Proprietors of Maidenhead Bridge.

CCXXX. And whereas the Mayor, Bridgemasters, and Burgesses of the Town of *Maidenhead* in the County of *Berks*, in pursuance of a certain Act of Parliament passed in the Twelfth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for building a Bridge over the Thames near the Town of Maidenhead in the County of Berks*, have erected and hitherto kept in repair the Bridge over the *Thames* called *Maidenhead Bridge*, and are bound by the Provisions of the said Act and of several Charters to keep the same in repair for ever: And whereas the said Mayor, Bridgemasters, and Burgesses, in pursuance of the Powers and Authorities given to them by the said Act, have borrowed by way of Mortgage upon the Credit of the Tolls thereby granted the Sum of Nineteen thousand Pounds, which has been wholly expended upon the Erection and Repairs of the said Bridge: And whereas, in order to secure the Sufficiency of the said Tolls for the Purposes aforesaid, it is enacted and provided by the said Act of Parliament, that no Ferries over the River *Thames* should at any Time thereafter be set up or used within the Distance of One Mile from *Maidenhead Bridge*: And whereas the Construction of a Railway Bridge across the *Thames*, according to the proposed Plan, may materially lessen the Income arising from the said Tolls, insomuch that the said Mayor, Bridgemasters, and Burgesses may be unable to pay the Interest of the said Sum of Nineteen thousand Pounds so borrowed as aforesaid, or to defray the future Expences of repairing the said Bridge; be it therefore enacted, That if during the first Three Years, to be computed from the Expiration of One Calendar Month immediately after the said Railway shall be completed and open for public Use, for a Distance of Thirty Miles from the Junction with the *London* and *Birmingham* Railway aforesaid, there shall be an annual Decrease in the Receipts for Tolls taken by the said Mayor, Bridgemasters, and Burgesses at the said Bridge as compared with the Receipts during the Three immediately preceding Years, then and in such Case the said Company shall pay to the said Mayor, Bridgemasters, and Burgesses a Sum of Money equal to Ten Years Purchase of such annual Decrease, taken upon an Average of the Three Years during which the same shall occur, so as such Sum of Money shall not exceed the Sum of Two thousand five hundred Pounds, excepting as herein-after provided; and further, that if during the Three next succeeding Years, to be computed from the Expiration of the first Three Years after the Completion and opening of the said Railway for public Use

as aforesaid, there shall be a further annual Decrease in the Receipts for the said Tolls as compared with the Receipts during the Three immediately preceding Years, then and in such Case the said Company shall pay to the said Mayor, Bridgemasters, and Burgesses a further Sum of Money equal to Ten Years Purchase of such annual Decrease as last aforesaid, taken upon the Average of the said last-mentioned Three Years; which Sums, or such of them as shall become payable, shall be accepted in full Satisfaction and Discharge of all Claims and Demands whatsoever upon the Company by the said Mayor, Bridgemasters, and Burgesses in respect of the said Tolls, so as such last-mentioned Sum of Money shall not exceed the Sum of Two thousand five hundred Pounds: Provided always, that if any Deficiency shall arise in the last-mentioned Period of Three Years, which shall authorize the Mayor, Bridgemasters, and Burgesses to receive a less Sum in respect thereof than the said Two thousand five hundred Pounds, and not otherwise, then they shall be entitled to receive, in addition to the Sum ascertained for such Deficiency, a further Amount out of the said Two thousand five hundred Pounds equal to Ten Years Purchase of such Decrease in the first Three Years, if any, as may not have been covered by the first Payment of Two thousand five hundred Pounds, so as such Compensation, together with the Deficiency in the second Three Years, shall in no Case exceed the Sum of Two thousand five hundred Pounds: Provided always, that nothing in this Act contained shall authorize or empower the said Company or any other Persons to use the intended Railway Bridge over the *Thames* at *Maidenhead* for any other Purpose whatsoever than for the Passage of Carriages over the said Railway.

CCXXXI. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the several Parishes or Townships through or in which the several Works hereby authorized may pass or be situate; be it therefore enacted, That the said Company shall, from and after they shall have become seised and possessed by virtue of this Act of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax, unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of Land Tax, be subject and liable from Time to Time to pay and make good, to or in aid of such several Parishes or Townships as aforesaid, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes or Townships by reason of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer or Collector or Receiver to be appointed under this Act is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector of the said Assessments.

Provision for  
Deficiencies  
of Land Tax.

CCXXXII. And

The whole of the Expence to be subscribed for before the compulsory Powers of the Act are put in force.

CCXXXII. And whereas the probable Expence of making the said Railway and the other Works hereby authorized will amount to the Sum of Two million five hundred thousand Pounds, and the Sum of One million two hundred and fifty thousand Pounds and upwards, or One Half thereof, has been already subscribed for by several Persons under a Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of Two million five hundred thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

Certificate under the Hand of a Justice of the Peace that the whole of the Money has been subscribed to be sufficient Evidence.

CCXXXIII. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for either of the respective Counties of *Gloucester, Somerset, Wilts, Berks, Oxford, Bucks, and Middlesex*, and for the City and County of the City of *Bristol* and the City of *Bath*, that the whole of the said Sum of Two million five hundred thousand Pounds hath been subscribed as aforesaid, (and which Certificate such Justice is hereby authorized and required to grant on Application made to him respectively by the said Company, and on Production of the Subscription Deed of or relating to the said Company,) shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of Two million five hundred thousand Pounds has been subscribed.

Enabling the Company to sell Lands not wanted.

CCXXXIV. And whereas by means of the Purchases which the said Company are empowered or are required to make by virtue of this Act they may happen to be seised or possessed of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required to contract for and to sell, and by any Deed under their Common Seal, and for such Considerations as they may deem reasonable, to convey to the Purchasers thereof, any Part of such superfluous Lands, or any Estate or Interest purchased by the said Company in such Lands or any Part thereof, in such Manner as they shall deem most advantageous; and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall dispose of any such superfluous Lands, shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, such Person being in *England* and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect to signify their

their Desire and Intention to purchase such Lands, for the Space of Thirty Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease; and an Affidavit made and sworn to before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County, City, or Place where such Lands may be situate, by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made, and was refused or was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and such Person and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company, *mutatis mutandis*; and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and all Conveyances which shall be made by the said Company pursuant to the Authority by this Act in them reposed shall be adjudged sufficient to vest such Estate in the Purchaser as shall have been agreed for or shall be expressed or meant and intended to be conveyed and granted by any such Conveyance.

CCXXXV. And be it further enacted, That upon Payment of the Money which shall arise from the Sale of any Lands, or of any Interest therein, belonging to the said Company which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for any Two Directors of the said Company, or for a Secretary or Clerk or any Officer appointed by the said Directors for the Purpose, to sign and give a Receipt for the Money so paid; which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, or for such other Money as in such Receipt shall be expressed to be received; and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

Company  
upon Pay-  
ment of Mo-  
ney to give  
Receipts.

CCXXXVI. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the  
[Local.] 36 U respective

The Word  
"grant" in  
Conveyances  
from the  
Company, to

amount to  
certain Cove-  
nants.

respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, and that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance, at the Expence of such Grantees respectively, their Heirs, Successors, Executors, Administrators, or Assigns, of such Lands and Premises, by the said Company or their Successors, and all claiming under them, unless except and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches of Covenant as they might do in case such Covenants were expressly inserted in such Conveyances.

Proprietors  
to raise an  
additional  
Sum of Mo-  
ney, if nec-  
essary, by  
Mortgage.

CCXXXVII. And be it further enacted, That in case the Money hereby authorized to be raised by Subscription as herein-before mentioned shall be found insufficient for the Purposes of this Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum not exceeding in the whole the Sum of Eight hundred and thirty-three thousand three hundred and thirty-three Pounds, on the Credit of the said Undertaking; and the Directors of the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director or by a Secretary or Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act,

Act, and of the making of the Order for raising such additional Sum of Money ; and all which Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary ; (that is to say,)

‘ Great Western Railway Company.

Form of  
Mortgage.

‘ Number  
‘ **BY** virtue of an Act passed in the Year of the Reign  
‘ of His Majesty King *William* the Fourth, intituled [*here set forth the Title of this Act*], we, “The Great Western Railway Company,” incorporated by and under the said Act, in consideration of  
‘ the Sum of to us in hand paid by *A.B.*  
‘ of do assign unto the said *A.B.*, his Executors,  
‘ Administrators, and Assigns, the said Undertaking, and all and  
‘ singular the Rates, Tolls, and Sums of Money arising by virtue of  
‘ the said Act, and all the Estate, Right, Title, and Interest of the  
‘ said Company in and to the same, to hold unto the said *A.B.*, his  
‘ Executors, Administrators, and Assigns, until the said Sum of  
‘ together with Interest for the same after the  
‘ Rate of for every One hundred Pounds for a Year,  
‘ shall be fully paid and satisfied. Given under our Common Seal  
‘ this Day of in the Year of our  
‘ Lord .

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled one with the other to their respective Proportions of the said Rates, Tolls, and Sums, and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority of the Date of any such Order of Meeting, or Priority in Date of such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers and Dates thereof, and the Names of the Parties, with their proper Additions, to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall within Fourteen Days next after the Date thereof be entered in some Book to be kept by a Secretary or Clerk of the said Company, which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward ; and all Parties to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights and Interest therein to any other Person; and every Transfer thereof may be in the Words or to the Effect following ; (that is to say,)

‘ **I** *A.B.* of in consideration of the Sum  
‘ of paid by *C.D.* of  
‘ do hereby transfer to the said *C.D.*, his Executors, Administrators,  
‘ and

Form of  
Transfer of  
Mortgage.

' and Assigns, a certain Mortgage, Number   made by  
' "The Great Western Railway Company" to   bearing  
' Date the                      Day of                      for securing the Sum of  
'                      and Interest, and all my Right, Estate, and  
' Interest in and to the Money thereby secured, and in and to the  
' Rates, Tolls, Sums of Money, and Property thereby assigned.  
' Dated this                      Day of                      in the Year of our  
' Lord                      :

And every such Transfer shall within Twenty Days after the Date thereof, if executed in *England*, or otherwise within Twenty-eight Days after the Arrival thereof in *England*, if executed elsewhere, be produced to a Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid the Sum of Two Shillings and Sixpence ; and after such Entry or Memorial made every Transfer shall entitle such Assignee, his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon ; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof.

**Power to  
increase  
Capital Stock  
by raising  
the Amount  
by Shares.**

CCXXXVIII. And be it further enacted, That in case the said Company at any Special Meeting to be called as in this Act is directed, instead of borrowing such further or additional Sum as aforesaid by way of Mortgage, or continuing the same on Mortgage, shall think it advisable to raise such further or additional Sum, or any Part thereof, by way of Augmentation of their Capital Stock, or shall deem it expedient to borrow or continue at Interest only a Part of the said further or additional Sum by way of Mortgage, and to raise the Remainder thereof, or Part of the Remainder thereof, by way of Augmentation of their Capital Stock, then and in either of the said Cases it shall be lawful for the said Company, by the issuing of new Shares, to augment the Capital Stock of the said Company by any further Sum or Sums of Money so as the same, together with any Sum of Money that may be borrowed and continuing at Interest by way of Mortgage as aforesaid, shall not exceed such further and additional Sum of Eight hundred and thirty-three thousand three hundred and thirty-three Pounds hereby authorized to be raised as aforesaid; and all such further and additional Capital Stock, not exceeding such additional or further Sum as aforesaid, as shall be so raised, shall be considered as Part of the general Capital Stock of the said Company, and be under and subject to the same Provisions, Regulations, Directions, and Management, in all respects, and to all Intents and Purposes, as if the same had been Part of the original Capital Stock of the said Company, except as to the Times of making Calls for the said additional Capital Stock, and the Amount of such Calls, which Times and the Amount of such Calls respectively shall from Time to Time be appointed by the said Company: Provided always, that all the Regulations, Provisions, and Authorities herein contained in relation to the Calls



for the Capital Stock of the said Company, and to the Recovery thereof or of any Arrears thereof, and to the Forfeiture of any Sums advanced by reason of any Neglect or Refusal to comply with such Calls, shall be applicable to the Calls for the said further and additional Sum hereby authorized to be raised or subscribed as aforesaid, or such Part thereof as shall be required to be raised by way of additional Capital Stock as aforesaid, and to the Refusal or Neglect to comply with such last-mentioned Calls.

CCXXXIX. And be it further enacted, That when and so soon as the Sum of One million two hundred and fifty thousand Pounds, in respect of the Money hereby authorized to be raised by Subscription, as herein-before mentioned, shall have been actually raised and paid up for the Purposes of this Act, it shall be lawful for the said Company, from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any Sum of Money, not exceeding in Amount in the whole the Remainder of the Money so authorized to be raised by Subscription, on the Credit of the said Undertaking; and the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and all the future Calls on Shares in the Capital of the said Company, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director or a Secretary or Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the said Sum of One million two hundred and fifty thousand Pounds, in respect of the Money authorized to be raised by Subscription as aforesaid having been so raised and paid up for the Purposes of this Act, and of the making of the Order for raising such Sum as herein-before recited: Provided always, that no such Mortgage shall preclude the said Company from receiving and applying to the Purposes of the said Company all the Calls to be made by the said Company, so long as the Principal Monies due on the Mortgage of the said Undertaking shall not exceed the Amount of all the Calls still remaining to be made; and all such Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation therein as the Circumstance of the Loan may render necessary; (that is to say,)

Proprietors  
may raise  
Money by  
Mortgage in  
anticipation  
of their  
Capital.

‘ Great Western Railway Company.

‘ Number

‘ BY virtue of an Act passed in the Year of the Reign  
‘ of King *William* the Fourth, intituled [*here set forth the Title*  
‘ *of this Act*], we, “The Great Western Railway Company,” incorpo-  
‘ rated by and under the said Act, in consideration of the Sum  
[*Local.*] 36 X ‘ of

Form of  
Mortgage in  
case of  
Money raised  
by Antici-  
pation.

‘ of to us in hand paid by *A.B.*, do  
 ‘ assign unto the said *A.B.*, his Executors, Administrators, and  
 ‘ Assigns, the said Undertaking, and all future Calls on the Pro-  
 ‘ prietors of the said Undertaking, and all and singular the Rates,  
 ‘ Tolls, and Sums of Money arising by virtue of the said Act, and  
 ‘ all the Estate, Right, Title, and Interest of the said Company in  
 ‘ and to the same, to hold unto the said *A.B.*, his Executors, Admi-  
 ‘ nistrators, and Assigns, until the said Sum of  
 ‘ together with the Interest for the same after the Rate of  
 ‘ for every One hundred Pounds by a Year,  
 ‘ shall be fully paid and satisfied. Given under our Common Seal  
 ‘ this Day of in the Year of our  
 ‘ Lord .’

And the respective Parties to whom such Mortgages or Assignments  
 shall be made shall be entitled one with another to their respective  
 Proportions of the said Rates, Tolls, Sums, and Premises, and of the  
 future Calls, according to the respective Sums in such Mortgages or  
 Assignments mentioned to be advanced, without any Preference by  
 reason of Priority of the Date of any such Order of Meeting, or  
 Priority of Date of such Mortgage or Assignment, or on any other  
 Account whatsoever; and an Entry or Memorial of such respective  
 Mortgages or Assignments, containing the Numbers and Dates  
 thereof, and the Names of the Parties, with their proper Additions,  
 to whom the same shall have been made, and of the Sums borrowed,  
 together with the Rate of Interest to be paid thereon respectively,  
 shall within Fourteen Days next after the Date thereof be entered  
 in some Book to be kept by a Secretary or Clerk of the said Com-  
 pany, which said Book may be perused at all reasonable Times by  
 any of the Proprietors or Mortgagees of the said Undertaking, or  
 other Persons interested therein, without Fee or Reward; and all  
 Parties to whom any such Mortgage or Assignment shall have been  
 made as aforesaid, or who shall be entitled to the Money due  
 thereon, may from Time to Time transfer their respective Rights  
 and Interests therein to any other Person or Persons; and every  
 Transfer thereof may be in the Words or to the Effect following;  
 (that is to say,)

Form of  
 Transfer of  
 such Mort-  
 gage.

‘ I *A.B.* of in consideration of the Sum of  
 ‘ paid by *C.D.* of do  
 ‘ hereby transfer to the said *C.D.*, his Executors, Administrators, and  
 ‘ Assigns, a certain Mortgage, Number made by  
 ‘ “The Great Western Railway Company” to  
 ‘ bearing Date the Day of for securing  
 ‘ the Sum of and Interest, and all my Right,  
 ‘ Estate, and Interest in and to the Money thereby secured, and  
 ‘ in and to the Rates, Tolls, Sums of Money, Calls, and Property  
 ‘ thereby assigned. Dated this Day of in  
 ‘ the Year of our Lord .’

And every such Transfer shall within Twenty Days after the Date  
 thereof, if executed in *England*, or otherwise within Twenty-eight  
 Days

Days after the Arrival thereof in *England*, if executed elsewhere, be produced to a Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid the Sum of Two Shillings and Sixpence; and after such Entry or Memorial made every Transfer shall entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof: Provided always, that the Power herein-before contained, enabling the said Company to borrow Money in anticipation of their Capital, shall not abridge or prejudice the Power hereinbefore given to the said Company, in case the Money hereby authorized to be raised by Subscription shall be found insufficient for the Purposes of this Act, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Eight hundred and thirty-three thousand three hundred and thirty-three Pounds, on the Credit of the said Undertaking, but that it shall be lawful for the said Company to borrow and take up at Interest the said Sum of Eight hundred and thirty-three thousand three hundred and thirty-three Pounds, or so much thereof as they shall think proper, without waiting till the Money borrowed or taken up in anticipation of their Capital as aforesaid shall have been paid off.

Not to prevent the raising additional Sums by Mortgage.

CCXL. And be it further enacted, That it shall be lawful for the said Company, at any Time, or from Time to Time, by Order of any General or Special General Meeting, to borrow of the Commissioners for carrying into execution an Act of Parliament passed in the Third Year of the Reign of His late Majesty King George the Fourth, intituled *An Act to amend Two Acts of the Fifty-seventh Year of His late Majesty and the First Year of His present Majesty, for authorizing the Issue of Exchequer Bills, and the Advance of Money, for carrying on Public Works and Fisheries and Employment of the Poor, and to authorize a further Issue of Exchequer Bills for the Purposes of the said Act*, any Sum or Sums of Money not exceeding in the whole the Sum or Sums of Money hereby authorized to be raised by Mortgage as aforesaid, and by Deed, under the Common Seal and at the Costs of the said Company, to assign and assure to the Secretary for the Time being of the said Commissioners, and as they shall direct, free from all Incumbrances, the said Undertaking, and all the Works and Property of the said Company, and all Rates, Tolls, Profits, and Receipts accruing and thereafter to accrue to or for the Use of the said Company, under or by virtue of the Authority of this Act or otherwise, for securing to the said Commissioners the Repayment of the Amount of the Exchequer Bills to be so borrowed as aforesaid.

Power to borrow Money of Exchequer Loan Bill Commissioners and give Security.  
3 G.4. c. 86.

CCXLI. And be it further enacted, That every Security to be given to the said Commissioners as aforesaid shall not be affected by any Informality in any Meeting or Proceeding of the said Company or the

Security to Commissioners to have Priority.

the said Directors, and shall have Priority over all other Mortgages, Charges, and Securities whatsoever to be created by the said Company under the Authority of this Act.

Interest of  
Money bor-  
rowed to be  
paid in pre-  
ference to  
Dividends.

CCXLII. And be it further enacted, That the Interest of the Money which shall be raised by any such Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case such Interest or any Part thereof shall be unpaid by the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Thirty Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for any of the said Counties of *Gloucester, Somerset, Wilts, Berks, Oxford, Bucks, and Middlesex*, and for the City and County of the City of *Bristol* and the City of *Bath*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any Mortgagee or Assignee of a Mortgagee whose Interest shall be so in arrear, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Interest so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums shall be fully paid and satisfied; and after such Interest and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Creditors  
not to vote.

CCXLIII. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred shall by reason thereof be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at or taking any Part in the Proceedings of any Meeting of the said Company.

Directors  
empowered  
to stipulate  
Periods for  
Redemption  
of Money to  
be borrowed  
on Security  
of Rates.

CCXLIV. And be it further enacted, That when any Sum of Money shall be borrowed at Interest, pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period or Periods for the Repayment of the Principal Sum of Money so to be borrowed, with the Interest thereof; and in such Case the said Company shall cause to be inserted in such Mortgage or Assignment the Time or Times which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured; and such Sum of Money, with all Arrears of Interest thereon,

thereon, shall accordingly be paid at the Time or Times so to be fixed, to the Party who shall upon the Expiration of such Period or Periods be the Holder of and entitled to such Mortgage or Assignment, or his Nominee.

CCXLV. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act the Party entitled to any such Mortgage or Assignment may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at the Expiration or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage or Assignment upon giving Six Calendar Months Notice in Writing to a Secretary or Clerk of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages or Assignments in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Calendar Months Notice in the *London Gazette* and in Two or more Newspapers circulated in *London* and *Bristol*; and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make default in the Payment thereof, in pursuance of such Notice.

Holder of  
Mortgages or  
Assignments  
for Money  
borrowed for  
unlimited  
Periods may  
demand Pay-  
ment after  
Twelve  
Months from  
their Date,  
and Directors  
may pay off  
such Mort-  
gages on  
giving Six  
Months  
Notice.

CCXLVI. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid by virtue of this Act, or of any Part of such Principal Monies, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for any of the said Counties of *Gloucester*, *Somerset*, *Wilts*, *Berks*, *Oxford*, *Bucks*, and *Middlesex*, and for the City and County of the City of *Bristol* and the City of *Bath*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Twenty thousand Pounds, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Persons and Corporations to whom such Principal Money shall be due and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, and all Interests then due thereon, shall be fully paid and satisfied; and after such Principal, Interest, and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and deter-

For securing  
Repayment  
of Principal  
and new bor-  
rowed.

[*Local.*]

36 Y

mine;

mine; or otherwise the said Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

In case  
Mortgages  
are paid off,  
Power to  
raise the  
Amount  
again.

CCXLVII. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part thereof, then and in every such Case it shall be lawful for the said Company immediately or at any Time thereafter again to raise, in lieu of the Principal Money so paid off by them, such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow more than the Sum of Eight hundred and thirty-three thousand three hundred and thirty-three Pounds in the whole, over and above the Amount of the Calls for the Time being remaining unpaid and still to be called for by the said Company.

If Land not  
contracted  
for within  
Two Years,  
Power to  
take Pro-  
perty on  
Compulsion  
to cease.

CCXLVIII. And be it further enacted, That unless the said Company shall within the Space of Two Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for, as in this Act is mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purposes of making the said Railway or other Works hereby authorized, (save and except the aforesaid Fifty Acres of Land which the said Company are by this Act authorized to purchase in addition to the Lands hereby authorized to be taken or used for making the said Railway and other Works,) then and from thenceforth the Powers which are hereby granted to them for taking or using such Lands shall cease and be utterly void (save and except with the Consent in Writing of the Owners and Occupiers thereof respectively).

If Railway  
is not com-  
pleted in  
Seven Years  
Powers to  
cease, except  
as to such  
Part, if any,  
as shall be  
completed.

CCXLIX. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace of the said Counties of *Gloucester, Somerset, Wilts, Berks, Oxford, Bucks, and Middlesex*, and for the City and County of the City of *Bristol* and the City of *Bath*, or any One of them, assembled at any General or Quarter Sessions of the Peace to be held in and for either of the said Counties of *Gloucester, Somerset, Wilts, Berks, Oxford, Bucks, and Middlesex*, and for the City and County of the City of *Bristol* and the City of *Bath*, at any Time before the Expiration of the said Term of Seven Years, or within Six Calendar Months next after the

Expiration thereof, upon the Evidence of Two or more Witnesses upon Oath, or, in the Case of Quakers, Affirmation, to be produced before such Justices for that Purpose.

CCL. And be it further enacted, That if the said Railway or any Part thereof shall at any Time hereafter be abandoned or given up by the said Company, or after the same shall have been completed shall for the Space of Three Years cease to be used and employed as a Railway, then and in such Case the Lands so purchased or taken by the said Company for the Purposes of this Act, or otherwise the Parts thereof over which the said Railway or any Part of such Railway which shall be so abandoned or given up by the said Company shall pass, shall vest in the Owners for the Time being of the Land adjoining that which shall be so abandoned or given up, in manner following ; (that is to say,) One Moiety thereof in the Owners of the Land on the one Side, and the Remainder thereof in the Owners of the Land on the other Side thereof. )

If Railway is abandoned, the Land to revert to the original Owners.

CCLI. And be it further enacted, That this Act shall be deemed Public Act. and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

**CF2**



### Policy T3 Transport capacity, connectivity and safeguarding

- A Development Plans should develop effective transport policies and projects to support the sustainable development of London and the Wider South East as well as to support better national and international public transport connections.
- B Development Plans and development decisions should ensure the provision of sufficient and suitably-located land for the development of the current and expanded public and active transport system to serve London's needs, including by:
  - 1) safeguarding existing land and buildings used for public transport, active travel or related support functions (unless alternative facilities are provided to the satisfaction of relevant strategic transport authorities and service providers that enable existing transport operations to be maintained and expanded if necessary)
  - 2) identifying and safeguarding new sites/space and route alignments, as well as supporting infrastructure, to provide necessary strategic and local connectivity and capacity by public transport, walking and cycling, as well as to allow for sustainable deliveries and servicing
  - 3) safeguarding London's walking and cycling networks
- C Development Plans should appropriately safeguard the schemes outlined in [Table 10.1](#). Development proposals should provide adequate protection for and/or suitable mitigation to allow the relevant schemes outlined in [Table 10.1](#) to come forward. Those that do not, or which otherwise seek to remove vital transport functions or prevent necessary expansion of these, without suitable alternative provision being made to the satisfaction of transport authorities and service providers, should be refused.
- D In Development Plans and development decisions, particular priority should be given to securing and supporting the delivery of upgrades to Underground lines, Crossrail 2, the Bakerloo line extension, river crossings and an eastwards extension of the Elizabeth line.
- E Development proposals should support capacity, connectivity and other improvements to the bus network and ensure it can operate efficiently to, from and within developments, giving priority to buses and supporting infrastructure as needed.

**Table 10.1 - Indicative list of transport schemes**

Scheme	Cost*	Timescale
<b>Healthy Streets and active travel</b>		
Accessibility and inclusivity embedded in planning and design of Healthy Streets	low	2017-2041
Borough-led traffic reduction strategies (including workplace parking levies)	low	2017-2030
Cycle Hire network development	medium	2017-2041
Cycle network development (London-wide)	medium	2017-2030
Electric vehicle charging infrastructure	low	2017-2041
Freight consolidation programme	medium	2017-2041
Freight fleet emissions reductions	low	2017-2041
Highway decks to release land for housing (subject to further assessment)	high	2017-2030
Personal safety and security improvements on London's streets	low	2017-2041
Road pricing: existing schemes reviewed	low	2018-2020
Road pricing: next generation charging (subject to further assessment)	medium/high	2022-2041
Street trees increases	low	2017-2041
Sustainable drainage system improvements on railway land	low	2017-2041
Sustainable drainage system improvements on streets	low	2017-2041
Transformation of Parliament Square (subject to further assessment)	low	2020s
ULEZ in central and inner London	medium	2017-2021
LEZ strengthening London-wide for buses, coaches and HGVs	low	2020
Vision Zero (safer road user behaviours through education, engagement and enforcement, and improved vehicle safety including banning most dangerous HGVs/HGV Direct Vision)	low	2017-2041

Scheme	Cost*	Timescale
Walk and cycle bridge between Battersea and Fulham	low	2020-2025
Walk and cycle river crossing: Nine Elms Pimlico Bridge	low	2020-2030
Walk and cycle river crossing between Rotherhithe and Canary Wharf	medium	2017-2030
Walk and cycle to school schemes	low	2017-2041
Walk and cycle to work and in local communities schemes	low	2017-2041
Walk and cycle wayfinding improvements	low	2017-2041
Walk London Network enhancements	low	2017-2041
Walking: improved local routes	low	2017-2030
<b>Public Transport</b>		
Bakerloo line extension	high	2020-2030
Beam Park station	low	2020-2030
Brighton Mainline Upgrade (higher frequencies)	high	2020-2030
Bus network: demand-responsive bus services (subject to further assessment)	medium	2017-2041
Bus network: enhancements to meet existing and future demand	medium	2017-2041
Bus network: Low Emissions Bus Zones (including bus priority)	low	2017-2030
Bus network: retrofitted and procuring cleaner buses	medium	2017-2041
Bus network: Silvertown Tunnel and associated bus services	medium	2017-2030
Bus network: wheelchair accessible bus stops	low	2017- 2041
Bus priority network and supporting infrastructure	medium	2017-2030
Bus transit pilots	low	2020-2041
Coach hub(s) upgrade and/or reprovision	medium	2020-2030

Scheme	Cost*	Timescale
Crossrail 2 (including West Anglia Main Line 4-tracking)	high	2020-2041
Crossrail 2 eastern branch (subject to further assessment)	high	2020-2041
Devolved suburban rail services to enable London suburban metro	high	2020-2030
DLR extension from Gallions Reach to Thamesmead (subject to further assessment)	medium	2017-2030
DLR station upgrade programme	low	2017-2041
DLR upgrades	high	2020-2041
Elizabeth line	high	2017-2021
Elizabeth line extension / rail enhancements east of Abbey Wood	medium/high	2020-2041
Heathrow Airport Southern Rail Access (required if airport expansion proceeds)	high	2020-2041
Heathrow Airport Western Rail Access (required if airport expansion proceeds)	high	2020-2041
HS2 and associated National Rail changes, including mitigation of impacts at street level	high	2020-2041
London Overground extension to Barking Riverside	medium	2017-2030
London Overground extension – West London Orbital	medium	2020-2030
London Overground extensions (subject to further assessment)	low	2030-2041
London Overground frequency upgrades (network-wide)	low	2017-2041
London Overground station upgrade programme	medium	2017-2041
London Overground strategic interchanges at Clapham Junction, Lewisham, Stratford and Old Oak Common and improved accessible interchange facilities across inner and outer London	low	2017-2030
London Underground air quality improvements	low	2017-2041

Scheme	Cost*	Timescale
London Underground station capacity programme	high	2017-2041
London Underground step-free stations and more accessible vehicles.	medium	2017-2041
London Underground upgrades – various (e.g. Deep Tube programme, Four Lines Modernisation programme etc)	high	2017-2041
National Rail capacity increases (other lines)	medium	2020-2030
National Rail freight upgrades, especially to enable freight to bypass London	low	2017-2041
National Rail station capacity and step-free access upgrades	high	2017-2041
Night Overground	low	2017-2020
Night-time services on the DLR	low	2020-2030
Night Tube extensions	low	2017-2030
Northern line extension	high	2017-2020
River crossing at Gallion's Reach and/or Belvedere (subject to further assessment)	medium	2030-2041
River crossings (public transport) in East London (subject to further assessment)	medium	2017-2041
River services extensions to the east (subject to further assessment)	low	2017-2030
Stratford to Angel Road enhancements	medium	2017-2020
Sutton Link	medium	2020-2030
Thameslink Programme	high	2017-2020
Tram upgrades	medium	2017-2041
Walk and cycle ferry between North Greenwich and Canary Wharf (subject to further assessment)	low	2017-2030

**CF3**

**From:** Colin Field <Colin.Field@networkrail.co.uk>  
**Sent:** 06 October 2023 09:29  
**To:** Joel Holland  
**Cc:** Elsenaar, Marnix; Volodina, Tatiana  
**Subject:** RE: Acton - Horn Lane - CEMP and CTMP planning condition - URGENT

OFFICIAL

Joel,

On this issue I would ask that you think/ look at this again (maybe speak to your planning lawyers if you needed a second opinion as it is our Barrister who has suggested this should be considered by the LPA) as planning permission has not yet been granted to Bellaview nor have the legal agreements been fully concluded including the required sign off by the mayor's office. We think this suggestion could help control the site better in the circumstances of both development taking place at the same time over a temporary period which is something we want to demonstrate to the Inspector at Inquiry that it is something we have carefully considered.

As it stands the report that was presented to planning committee in July discussed NR's concerns linked to our promotion of the TWAO. To address that concern you/ the applicant drafted a planning condition 28 which requires a phasing plan to be submitted, which included the wording, *"The developer has submitted to the Council for approval a phasing plan which demonstrates the phases of the development, and how the phases can be constructed to ensure that Network Rail's Old Oak Common Station works and its proposed construction and use of a temporary Road Rail Vehicle Access Point (RRAP) on the site are not impeded; For the avoidance of doubt, works phased on the footprint of the existing warehouse building will be assumed to provide no impediment to Network Rail's works"*

In the planning committee briefing note you also state;

*"Officer Response: Council is aware of the existing TWAO, which is outlined within the Committee Report and the conditions that have been recommended to facilitate Network Rail's TWAO if successful, including within this Briefing Note".*

In recent discussions with Bellaview it is apparent that they wish to start the first phase of their development this time next year which will be on a larger footprint than the existing warehouse building so this condition will need to be discharged before their works are started and therefore it seems more likely that not that if both our Order is successful and Bellaview's planning permission is issued we will be working on site together at the same time.

In regard to timeframes for a decision on our Order the Inquiry is mid-November and therefore we could have a decision from SoS by next Spring which could be a similar timeframe that Ealing is able to issue the Bellaview Decision Notice following mayoral office sign off.

On the basis of the wording of the current phasing condition it just seems to make sense that the proposed CTMP/CEMP condition is drafted on the same basis? i.e.: it will restrict commencement of Bellaview's development unless either (a) they have submitted a CTMP/CEMP, which is prepared by reference to a programme of works which aligns with Network Rail's programme for our works or (b) the SoC has refused to confirm the proposed Network Rail (Old Oak Common Great Western Main Line) Order, in which case. Otherwise, there is simply no consistency in the Council's approach.

In response to your comment about the development plan our works are supported in the London Plan by Policy T3. Policy T3 and table 10.1 which is for "Transport Capacity, Connectivity and Safeguarding" the associated table

lists the various transport projects that should be safeguarded. Table 10.1 of the policy references HS2, but also expressly mentions the “Associated National Rail Changes”, which would include our Project as it provides the supporting compound and access point to allow the changes to be made to the existing national railway infrastructure linked to the new HS2 railway station.

Let me know what you think as it would make sense to deal with this now before any planning decisions are issued. The current Condition 10 (CEMP) maybe easier to update and re-reading the transport related conditions this morning there isn't a Construction Traffic Management Plan (CTMP) proposed as we are suggesting with our project just a number of pre-occupation traffic conditions and therefore it maybe best just to relook at your condition 10.

Regards

Colin



**Colin Field MRTPI AIEMA**  
Town Planning and Heritage Manager  
Network Rail Property – Wales & Western

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Please be aware my normal working hours are Monday to Thursday.



---

**From:** Joel Holland <HollandJ@ealing.gov.uk>  
**Sent:** 05 October 2023 15:47  
**To:** Colin Field <Colin.Field@networkrail.co.uk>  
**Cc:** Elsenaar, Marnix <marnix.elsenaar@addleshawgoddard.com>; Volodina, Tatiana <tatiana.volodina@addleshawgoddard.com>  
**Subject:** RE: Acton - Horn Lane - CEMP and CTMP planning condition - URGENT

OFFICIAL

Hi Colin,

I appreciate what you are saying, however the short answer would be as follows:

Just as the Bellaview's consent isn't granted, as I understand it neither is Network Rails TWAO. Bellaview's scheme does however have a resolution to grant from the planning committee. Therefore, we cannot reasonably grant a condition based on a hypothetical, particularly for a scheme that would not be in accordance with our Development Plan.



However, if the TWAO is approved by the time that the application to discharge the condition for the CMP/DMP, then NR's programme of works would then become a material consideration within the assessment of the CMP/DMP.

**Joel Holland Turner** (he/him)  
Principal Planning Officer  
[hollandj@ealing.gov.uk](mailto:hollandj@ealing.gov.uk)  
020 8825 6600

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**Give us your feedback by the 8<sup>th</sup> of February 2023!**

**Find out more here:** [New Local Plan](#) | [New Local Plan](#) | [Ealing Council](#)



---

**From:** Colin Field <[Colin.Field@networkrail.co.uk](mailto:Colin.Field@networkrail.co.uk)>  
**Sent:** Wednesday, October 4, 2023 5:37 PM  
**To:** Joel Holland <[HollandJ@ealing.gov.uk](mailto:HollandJ@ealing.gov.uk)>  
**Cc:** Elsenaar, Marnix <[marnix.elsenaar@addleshawgoddard.com](mailto:marnix.elsenaar@addleshawgoddard.com)>; Volodina, Tatiana <[tatiana.volodina@addleshawgoddard.com](mailto:tatiana.volodina@addleshawgoddard.com)>  
**Subject:** Acton - Horn Lane - CEMP and CTMP planning condition - URGENT

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OFFICIAL

Joel,

I write further to our meeting on Monday and my subsequent email on the subject of draft planning conditions.

As you are aware, we have been working with Bellview to explore the possibility of site sharing with Bellaview during the period of our temporary possession of the site to enable our works and operations, which would be authorised by powers under the Transport and Works Act Order that we have applied for, to be carried out while also allowing Bellaview to progress some works under their planning permission.

We have no in principle objection to Bellaview implementing their permission and carrying out works that do not prevent our works and operations from being carried out. However, we are also keen to ensure that the impacts that would result from any site sharing are adequately considered and controlled by the Council and we anticipate that you would want to ensure that you have the ability to ensure that site sharing arrangements are adequately controlled by you.

As such, we consider it appropriate that the Council imposes an additional condition on Bellaview's planning permission (which has not yet been granted) which provides that the CTMP/CEMP to be submitted in relation to their development and approved by you, is prepared by reference to a programme of works which aligns with Network Rail's programme for our works. We will propose that an equivalent condition is imposed on the deemed planning permission that we have applied for as part of our Transport and Works Act Order application.

If the suggested condition is imposed, we are confident that our scheme, and an initial stage of Bellaview's scheme, can be delivered at the same time and it would enable us to discuss the details of site sharing arrangements with Bellaview further.

However, in the absence of such a condition on each consent, which requires the co-ordination between us and Bellaview of our respective CEMP/CTMP, the Council will be unable to assess and approve the aggregate impacts of the two schemes being delivered together and, as a result, it would not be possible for us to entertain site sharing arrangements so that we will have to pursue our case for exclusive possession of the Order Land at the forthcoming Transport and Works Act Order Inquiry.

We will notify Bellaview of our request set out above and hope that they will agree to our constructive suggestion which is intended to facilitate the commencement of their development while preserving our ability to take forward a scheme of nationally significant importance. In the meantime, we would be grateful if you would kindly acknowledge safe receipt of this email and let us have your comments on the proposed concept of such a condition.

Regards

Colin



**Colin Field MRTPI AIEMA**  
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Please be aware my normal working hours are Monday to Thursday.



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**CF4**

# Temporary and Permanent Road Rail Access Point, Horn Lane, Acton

Transport Statement

Network Rail

Project number: 60711740

13 October 2023

Quality information

Prepared by	Checked by	Verified by	Approved by
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Revision History

Revision	Revision date	Details	Authorized	Name	Position

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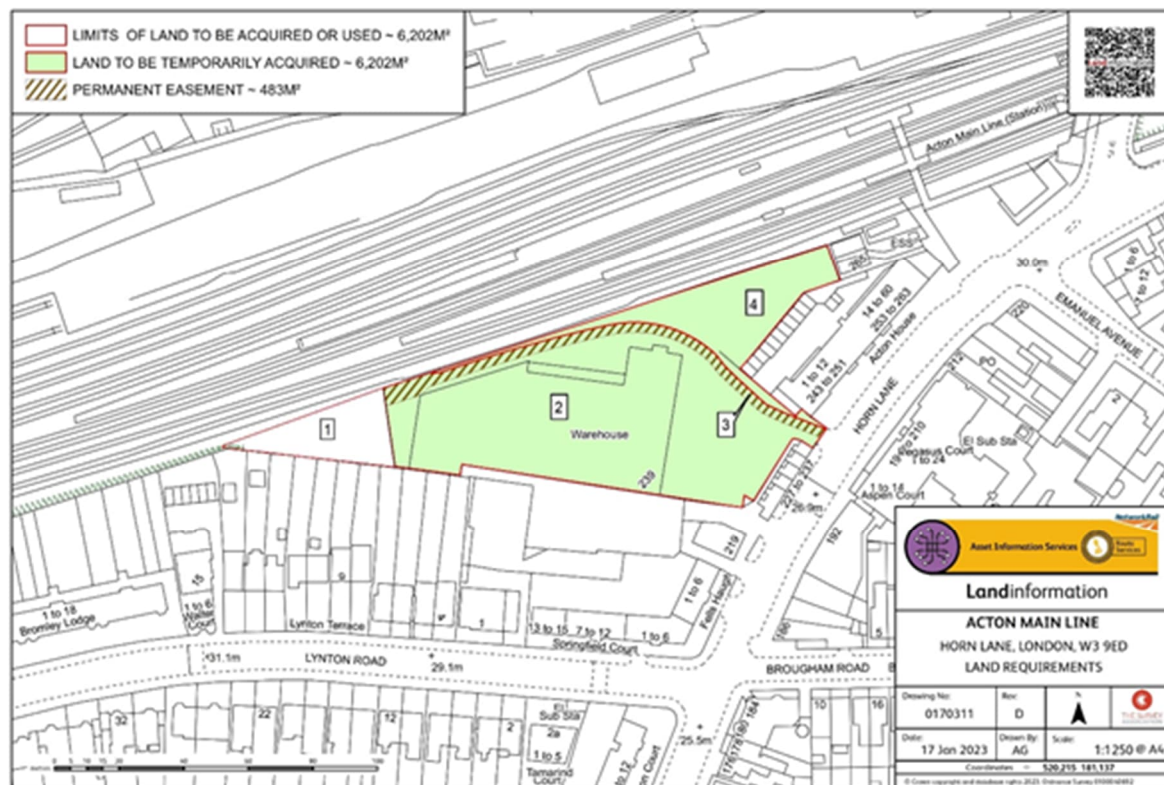
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# 1. Introduction

- 1.1 AECOM was appointed by Network Rail to prepare a Transport Statement to inform a temporary planning application to utilise an existing builders' merchant depot to provide Network Rail with:
- A temporary Road Rail Access Point (RRAP) onto the Great Western Main Line (GWML) railway to enable the delivery of Old Oak Common station; and
  - Permanent Road Rail Vehicle (RRV) access onto the GWML railway to enable future maintenance of the railway and the Old Oak Common station.
- 1.2 The site is located at 239 Horn Lane, Acton, London W3 9ED ('the Site'). The detail of land and rights to be acquired by Network Rail are shown in Figure 1.

**Figure 1 – Land and Rights of Acquisition**



Source: Network Rail

- 1.3 Under the Transport and Works Act (1992), Network Rail is seeking:
- Powers in connection with a temporary RRV access via a RRAP onto the GWML by use of the land marked as Plots 2, 3 and 4 shown in Figure 1;
  - Powers in connection with the use of Plots 2 and 4 as a temporary works compound for use in connection with the temporary RRAP; and
  - To secure a permanent right of access to the permanent RRAP located at Plot 1 shown in Figure 1 and accessed through Plot 3.
- 1.4 The proposals are to provide a temporary and a permanent RRAP that will allow plant, equipment and personnel to access the existing GWML railway. The temporary RRAP is required to allow construction work on the new HS2 Phase One Old Oak Common station and emergency maintenance works up to 2030. The permanent RRAP is required to enable future maintenance of the GWML more generally.

- 1.5 The proposals include a 5,500sqm compound which will include retaining and utilising the existing building on Plot 2 to support operations (such as welfare facilities, office and storage).
- 1.6 This Transport Statement sets out the impact of the proposed temporary and permanent use of the Site on the local highway network by comparing the traffic generated by the proposed and existing uses. It also considers the cumulative impact of the construction and operational phases of a proposed mixed-use re-development whilst Network Rail have possession of Plots 2-4.

## 2. Site Location and Background

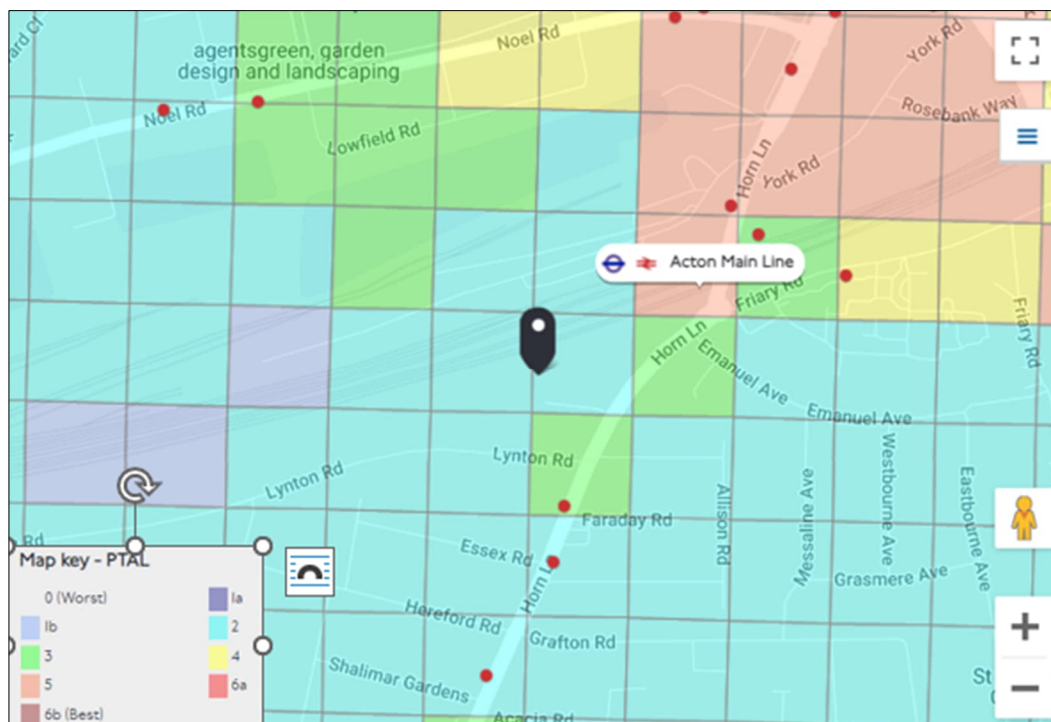
### Site Location

- 2.1 The Site is bounded to the north by the GWML railway, to the east by residential and commercial properties and the A4000 Horn Lane, and to the southwest by other residential properties. Part of the Site, comprised of Plots 2-4 ('the Premises'), is currently occupied by a Jewson's builders' merchant. Plot 1 is currently not occupied, and comprises a vegetated area.
- 2.2 Vehicle access to the Premises is from the A4000 Horn Lane via a T-junction. The A4000 Horn Lane connects Acton in the south with North Acton in the north. Adjacent to the Site, the A4000 Horn Lane is a single carriageway road varying in width between 7-10m, allowing for some on-street parallel parking in places, and with a 20mph speed limit. It is managed and maintained by the Local Highway Authority, the London Borough of Ealing. There are wide footways along the length of the A4000 Horn Lane, although there is no footway provision from Horn Lane to the Premises.
- 2.3 The Site abuts the GWML which runs between London Paddington and Bristol Temple Meads and can also provide access to the Old Oak Common station located 1.2km to the east of the Site.

### Site Accessibility

- 2.4 The Site has a Public Transport Accessibility Level (PTAL) of 2, as shown in Figure 2. It should be noted that the PTAL obtained from TfL's WebCAT tool is based on access to public transport during the weekday AM and PM peak periods, whereas the proposed use of the Site will predominantly involve travel to and from the Site late on Saturday night and early on Sunday or Monday morning, when public transport services are less frequent.

Figure 2 – Site PTAL



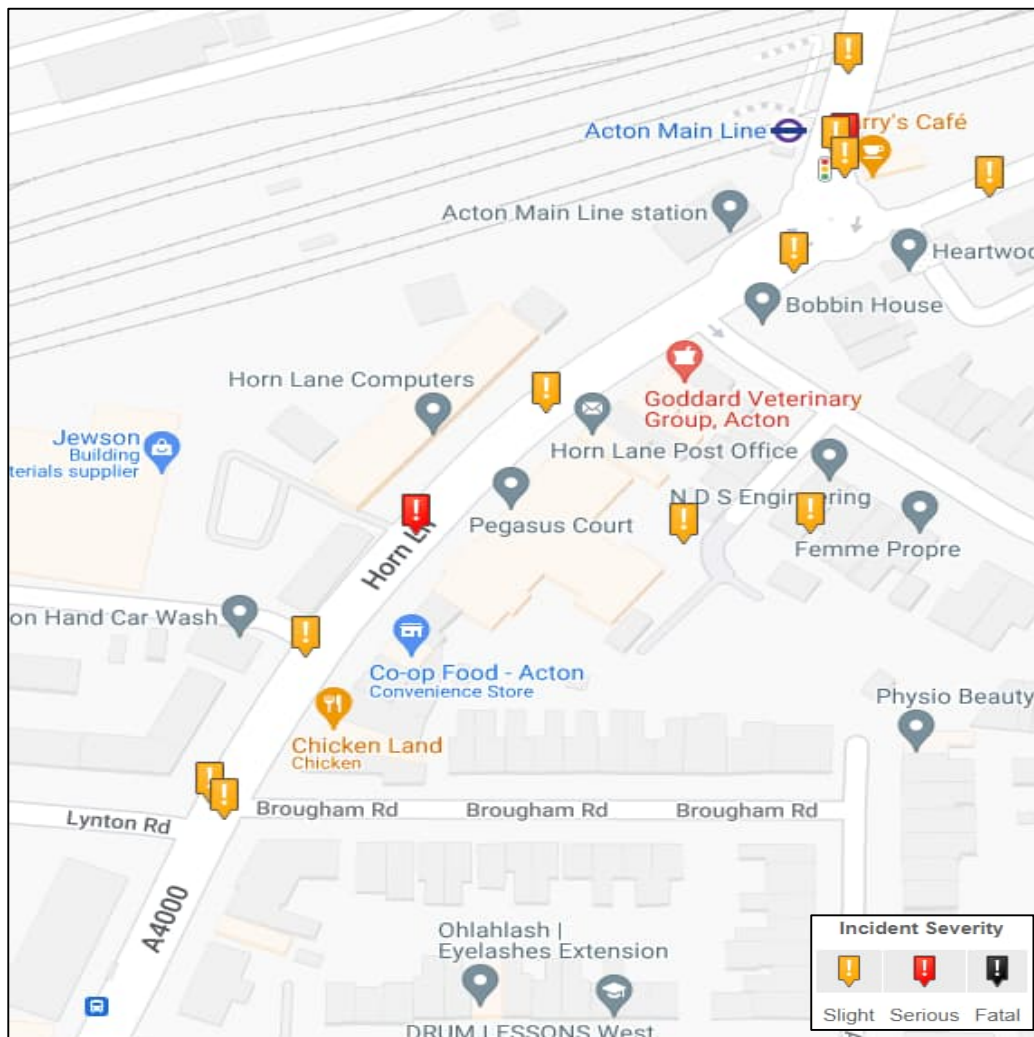
Source: TfL WebCAT tool (2021 (Forecast); report date 10/10/2023)

- 2.5 The Site is in close proximity to the following cycleways, although none directly pass the Site:

- Local cycleway 41 – located 700m to the south of the Site;
- Local cycleway 39 – located 800m to the south of the Site;
- Regional cycleway 34 – located 1km to the north of the Site; and

- Local cycleway 40 – located 1.3km to the north-west of the Site.
- 2.6 Acton Main Line station is situated approximately 100m north-east of the Site and is served by the Elizabeth Line with trains every 15 minutes in each direction between Abbey Wood and Heathrow Terminal 4.
- 2.7 The closest London Underground station to the Site is North Acton, approximately 1.1km to the north, or a 15-minute walk. North Acton is served by the Central Line. Ealing Common station is approximately 1.9km to the west of the Site and is served by the District and Piccadilly lines.
- 2.8 Bus routes 266 (Acton - Brent Cross), 440 (Turnham Green - Wembley) and N266 (Hammersmith - Brent Cross) run along Horn Lane. The closest bus stop to the Site is approximately 130m to the south of the Site.
- 2.9 Road collision data for the section of Horn Lane in vicinity of the Site for the most recent five years' available (2017-2021) is shown in Figure 3.

**Figure 3 – Collision Study Area**



Source: Crashmap.co.uk

- 2.10 A total of six collisions were recorded within 150m of the Site access on Horn Lane. One was classified as a serious collision with the remaining five classified as slight. There were no fatal collisions that occurred in vicinity of the Site during this time period and no clusters of collisions were identified.

## Proposed Site Re-development

- 2.11 A full planning application (ref: 22/5069/FUL) was submitted by the freehold owner of the Premises, Bellaview Properties Ltd and Builder Dept Ltd, to the London Borough of Ealing for the following mixed-use scheme:

*“Construction of a building ranging in height from 6 to 15 storeys, to provide builders merchants (Use Class Sui Generis) at ground and first floor level, and 185 self-contained residential units (Use Class C3) and associated amenity space above; hard and soft landscaping works; provision of car and cycle parking; works to provide means of access for both pedestrians and vehicles from Horn Lane and all other works incidental to the development. (Following demolition of existing builders merchants)”*

(Planning Application).

- 2.12 A resolution to grant planning permission to the Planning Application was passed on 19 July 2023, subject to completion of a legal agreement. The resolution also recommends that the final decision is delegated to the Head of Development Management, following consultation with the Chair of Planning Committee to ensure that any land use planning considerations identified by the Health and Safety Executive have been adequately addressed.
- 2.13 The Planning Application included a Transport Assessment (TA) prepared by Velocity Transport Planning Limited (Velocity) (*‘227-239 Horn Lane, Acton Transport Assessment’*; dated November 2022) which states that the development is due to be occupied by Q2 2025 and identifies the impacts of the development on the local transport networks.
- 2.14 A Transport Assessment Addendum (TAA) prepared by Velocity (*‘227-239 Horn Lane, Acton Transport Assessment Addendum Technical Note’*; dated May 2023) was also submitted as part of the Planning Application and identifies the impacts of minor changes to the submitted scheme. The minor changes relate to a change in the mix of residential unit types (noting the overall number of units is unchanged) and a minor reduction in the floor space (approximately 40sqm) of the builders’ merchants.
- 2.15 In addition, Velocity also prepared an Outline Construction Logistics Plan (*‘227-239 Horn Lane, Acton Outline Construction Logistics Plan’*; dated November 2022) (CLP) and a Draft Delivery and Servicing Plan (*‘227-239 Horn Lane, Acton Draft Delivery and Servicing Plan’*; dated November 2022) (DSP) along with the Planning Application.
- 2.16 The TA includes results of an Automatic Traffic Count (ATC) undertaken at the Premises’ access in December 2021, and the survey data has been referenced in the following sections to compare trip generation for the current and proposed uses of the Premises.

## 3. Trip Generation

### Existing Trip Generation – Velocity December 2021 Survey

- 3.1 The Premises is currently occupied by a Jewson's builders' merchants. Opening hours are Monday to Friday 06:30-17:00hrs and Saturday 08:00-12:00hrs. The builders' merchants is closed on Sundays.
- 3.2 As part of the Planning Application for the proposed mixed-use scheme submitted by Bellaview Properties Ltd and Builder Depot Ltd, an ATC survey was undertaken at the Site access for seven consecutive days in December 2021. The exact dates of the survey are not stated in the TA.
- 3.3 The results of the ATC are summarised in Table 1.

**Table 1 – Existing Site Trip Generation – December 2021**

Mode	AM Peak Hour (08:00-09:00hrs)			PM Peak Hour (17:00-18:00hrs)			Total Daily Two-way Trips
	Arrivals	Departures	Two-Way	Arrivals	Departures	Two-Way	
Motorcycles	0	1	1	0	0	0	6
Car/LGV	10	10	20	1	2	3	144
HGV	3	2	5	0	0	0	8
<b>Total</b>	<b>13</b>	<b>13</b>	<b>25</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>158</b>

Source: Table 5-6 of the mixed-use scheme TA

- 3.4 The mixed-use scheme TA prepared by Velocity also provides the following summary of vehicle movements at the Site access:
- 948 two-way movements were recorded over the week;
  - Average of 158 two-way movements per day (78 inbound and 81 outbound); and
  - Average of 8 two-way HGV movements per day.

### Existing Trip Generation – AECOM November 2022 Survey

- 3.5 A report was prepared by AECOM ('Jewson CPO Support – Traffic Assessment', dated November 2022) which presents the results of a traffic survey of the type and volume of vehicle movements generated by the existing use of the Premises. A copy of the report is provided in Appendix A.
- 3.6 Manual Classified Counts (MCCs) were undertaken at the Horn Lane / Site access junction on Wednesday 2nd November 2022 between 07:00-10:00hrs to cover the weekday network morning peak period, and between 16:00-18:00hrs on the same day for the evening peak period. This identified the following vehicle movements by mode:

**Table 2 – Existing Site Trip Generation – November 2022**

Mode	AM Peak Period (07:00-10:00hrs)			PM Peak Period (16:00-18:00hrs)		
	Arrivals	Departures	Two-Way	Arrivals	Departures	Two-Way
Motorcycle	0	0	0	1	1	2
Car	7	6	13	4	10	14
LGV	12	15	27	3	2	5
HGV	2	5	7	0	0	0
Cycle	0	0	0	0	0	0
<b>Total</b>	<b>21</b>	<b>26</b>	<b>47</b>	<b>8</b>	<b>13</b>	<b>21</b>

- 3.7 The results show that during the 5-hour period of the survey there were 68 two-way vehicle movements, or an average of approximately 14 two-way vehicle movements per hour. Based on a 10.5 hour day (weekday opening hours are 06:30 to 17:00hrs). This equates to a daily total of approximately 145 two-way trips, which is consistent with the average daily total obtained from the Velocity 2021 survey (158) undertaken in December 2021 (Table 1).
- 3.8 A total of 7 two-way HGV movements were recorded over the 5 hours of the survey, the majority occurring in the AM peak period, which is also consistent with the results of the 2021 survey. This equates to a daily total of approximately 19 two-way HGV movements, equating to 13% of total movements. This is slightly higher than the 8 two-way HGV movements, equating to 5% of total movements recorded in the Velocity 2021 survey, however gives a sense of validation to both datasets given the small margin.
- 3.9 AECOM's survey data has also been analysed to determine the vehicle movements during the weekday AM and PM peak hours:

**Table 3 – Existing Peak Hour Movements – November 2022**

Mode	AM Peak Hour (08:00-09:00hrs)			PM Peak Hour (17:00-18:00hrs)		
	Arrivals	Departures	Two-Way	Arrivals	Departures	Two-Way
Motorbike	0	0	0	1	1	2
Car	4	2	6	1	4	5
LGV	5	2	7	1	1	2
HGV	0	2	2	0	0	0
Cycle	0	1	1	0	0	0
<b>Total</b>	<b>9</b>	<b>7</b>	<b>16</b>	<b>3</b>	<b>6</b>	<b>9</b>

- 3.10 The results demonstrate that the Site currently generates 15 two-way vehicle trips (i.e. excluding cycles) in the AM peak hour and 9 two-way vehicle trips in the PM peak hour.



## Road Rail Access Trip Generation

### Temporary RRAP – Weekend Possession

3.11 It is anticipated that the temporary RRAP will provide access to the Mains tracks of the GWML and will typically be used on alternate weekends. There may be periods where the RRAP will be used on consecutive weekends but this is likely to be sporadic.

3.12 The following vehicle movements are anticipated for a weekend rail possession:

- 5 low loaders carrying 10 Road Rail Vehicles (RRV) per weekend (each low loader can carry 2 RRVs), likely to drop-off the RRVs on Friday or Saturday with vehicles arriving and departing during the daytime and return to pick-up the RRVs on Monday with vehicles arriving and departing during the daytime;
- 2 lorry / flatbed deliveries to bring materials, anticipated to arrive / depart weekend daytime;
- 8 vans / cars per shift (3 shifts in a 29-hour possession period), forecast to arrive in the hour before the shift starts and depart in the hour after the shift ends; and
- 8 minibuses per shift (3 shifts in a 29-hour possession period), likely to arrive in the hour before the shift starts and depart in the hour after the shift ends.

3.13 In summary, during a weekend possession there is forecast to be the following two-way vehicle movements:

**Table 4 – Temporary RRAP - Weekend Possession Vehicle Movements**

Mode	Weekend (Friday – Monday)		
	Arrivals	Departures	Two-Way
HGV	12	12	24
Car/Minibus	48	48	96
<b>Total</b>	<b>60</b>	<b>60</b>	<b>120</b>

3.14 During temporary weekend possessions the maximum number of HGV movements per day (12 two-way movements) is similar to that recorded in the December 2021 survey (8 two-way movements). Over a week, there would be a significant reduction when compared to the current use in both total vehicle movements (from 948 to 120) and total HGV movements (from 48 to 24).

3.15 The 5 low loaders are anticipated to drop-off RRVs on Friday or Saturday during the daytime and return to pick-up the RRVs on Monday daytime and are therefore likely to arrive and depart outside the network AM and PM peak hours. This will be managed through the Traffic Management Plan (see chapter 5 for further details). Staff arrivals and departures will occur from late Saturday night to early Monday morning, and therefore during quieter periods on the highway network and avoiding the weekday network peaks.

3.16 Based on the above, the impact on the highway network is considered to be negligible during temporary weekend rail possessions.

### Temporary RRAP – Midweek Possession

3.17 It is envisaged that the temporary RRAP may occasionally be used for midweek night-time track access. In these instances, it is unlikely that any HGV / flatbed deliveries will be required, but the works will typically generate the following vehicle movements:

- 6 vans / cars per shift, likely to arrive in the hour before the shift starts and depart in the hour after the shift ends; and
- 3 minibuses per shift, anticipated to arrive in the hour before the shift starts and depart in the hour after the shift ends.

3.18 In summary, during a midweek possession there is forecast to be the following two-way vehicle movements:



**Table 5 – Temporary RRAP - Midweek Possession Vehicle Movements**

Mode	Weekday		
	Arrivals	Departures	Two-Way
HGV	0	0	0
Car/Minibus	9	9	18
<b>Total</b>	<b>9</b>	<b>9</b>	<b>18</b>

3.19 Staff arrivals and departures are likely to occur on separate days and outside the network AM and PM peak hours and occur infrequently. Therefore, the impact of midweek possessions on the highway network is considered to be negligible.

### Temporary RRAP – Midweek Non-Possession

3.20 There may be occasions during the week when possession of the railway will not be required but general compound activities will take place. This would typically generate:

- 5 cars; and
- 1 HGV, likely to arrive/depart outside the network peak hours.

3.21 In summary, during a midweek non-possession there would be the following two-way vehicle movements:

**Table 6 – Temporary RRAP - Midweek Non-Possession Vehicle Movements**

Mode	Weekday		
	Arrivals	Departures	Two-Way
HGV	1	1	2
Car/Minibus	5	5	10
<b>Total</b>	<b>6</b>	<b>6</b>	<b>12</b>

3.22 The impact on the highway network of the level of traffic generated by midweek non-possession is considered to be negligible.

### Permanent Use

3.23 The proposals seek to retain access through the Premises to Plot 1 which will provide access to the railway for future maintenance. This will be for occasional use only, with vehicle movements likely to occur outside the network peak hours. It is not possible to set out the vehicle type and number of movements given the infrequent use and nature of maintenance works required, however it is anticipated that this will be minimal. Therefore, the impact of permanent use on the highway network is considered to be negligible.

## 4. Impact Analysis

### RRAP Impacts

- 4.1 Based on the survey data at the Site, the current use of the Premises generates approximately 150 two-way vehicle movements a day and over 900 two-way vehicle movements a week. In the November 2022 survey, an average of 15 and 9 two-way vehicle movements were recorded in the weekday AM and PM peak hours respectively.
- 4.2 The proposed use as a temporary RRAP will only be operational at the weekend with occasional midweek night-time use. For a weekend possession, approximately 110 two-way movements would be generated, of which 14 two-way movements would be HGVs. Very few (if any) of these trips are anticipated to occur during the weekday AM and PM peak hours. Weekend possessions are expected to occur on alternate weekends.
- 4.3 Overall, the proposed change of use from a builders' merchant to a construction compound required for the temporary RRAP would result in a significant reduction in weekly vehicle movements, particularly during the weekday AM and PM peak periods. Therefore, the proposed use would have a net beneficial impact on the operation of the local highway network.
- 4.4 In terms of future use of Plot 1 for a permanent RRAP, given the infrequent nature of the proposed use and nature of the maintenance works required, it is not possible to confirm the number of vehicle movements likely to be generated. However, the vehicle movements are expected to occur outside the network peak hours and therefore the impact of the permanent RRAP on the highway network is considered to be negligible.
- 4.5 In addition to the above, vehicle tracking of a low loader has been undertaken by the South Rail Systems Alliance (formed of Network Rail, Colas and AECOM), which demonstrates the largest anticipated vehicle is able to manoeuvre in and out of the access as well as within the Site. The vehicle tracking is provided within Appendix B.

### Cumulative Impacts

- 4.6 At the date of this Statement, discussions are ongoing between Network Rail and Bellaview Properties Ltd, regarding the potential to reach agreement whereby the construction of the proposed mixed-use development can proceed in parallel with the use of the Premises for the temporary RRAP and compound. This section identifies the potential impacts during two scenarios:
  - Firstly when demolition and construction works for the Bellaview Scheme would be ongoing (between 2023-2025); and
  - Secondly when the proposed mixed-use development would be operational (2026 onwards).

### Temporary RRAP use and Construction of the Mixed-Use Development

- 4.7 The CLP submitted with the Planning Application for the mixed-use development estimates an overall 18-month construction programme that would start in Q4 2023 and end in Q2 2025. Construction working hours would be limited to Monday to Friday 08:00-18:00hrs and Saturday 08:00-13:00hrs with no working on Sundays, bank holidays or public holidays. The number of vehicles anticipated to be required during the construction period is not included in the CLP. However, the CLP sets out a framework for managing construction traffic, with a detailed CLP to be secured via a planning condition and to be approved by the planning authority prior to commencement of work on the Premises.
- 4.8 The RRAP possessions would typically take place on alternate weekends from midnight on Saturday to early on Monday morning. There may also be occasional midweek possessions which take place from midnight to early the following morning. Most vehicles would be likely to arrive before and depart after the possession period with few vehicle movements likely to occur during the daytime.
- 4.9 The majority of the trips generated by the temporary RRAP and construction of the mixed-use development would therefore not coincide. Whilst there may be a few vehicle movements associated with both the RRAP and construction of the mixed-use development occurring simultaneously on weekdays, this would be likely

to occur (if at all) outside the network peak hours and the impact on the local highway is expected to be negligible.

## Temporary RRAP use and Operational Phase of Mixed-Use Development

4.10 The TA submitted with the Planning Application states that occupation will occur in Q2 2025, while RRAP possession is expected to continue to the end of 2029.

4.11 The anticipated trip generation of the mixed-use development is set out in Table 7 (extracted from the TA).

**Table 7 – Mixed-Use Development Total Trip Generation**

Land Use	Mode	AM Peak Hour (08:00-09:00hrs)			PM Peak Hour (17:00-18:00hrs)			Total Daily Two-Way Trips
		Arr	Dep	Two-Way	Arr	Dep	Two-Way	
Builders Merchant	Car/LGV	14	14	29	1	3	4	207
	HGV	4	3	7	0	0	0	11
Residential	Car Driver	0	0	0	0	0	0	0
	Car Passenger	0	1	1	1	0	1	14
Residential Servicing	Car/LGV	1	1	2	1	1	2	24
	HGV	0	0	0	0	0	0	2
<b>Total</b>		<b>19</b>	<b>19</b>	<b>39</b>	<b>3</b>	<b>4</b>	<b>7</b>	<b>258</b>

Source: Summary of Tables 5-12, 5-13 and 5-14 in TA submitted with mixed-use scheme planning application

4.12 Assuming the builders' merchant opening times are the same as the current use, this would be operational Monday to Friday 06:30-17:00hrs and Saturday 08:00-12:00hrs. The residential development is proposed to be car-free with only six blue badge bays and therefore there would be limited vehicle trips associated with this use, as shown in Table 7.

4.13 The RRAP possessions would typically take place on alternate weekends from midnight on Saturday to early hours on Monday morning. There may also be occasional midweek possessions which take place from midnight weekday to early hours of weekday morning. Most vehicles would be likely to arrive before and depart after the possession period with few trip movements likely to occur within the daytime.

4.14 Whilst there may be a few vehicle movements associated with both RRAP and Bellaview operation occurring simultaneously during weekday daytimes, the impact of this is considered to be limited and occur outside of network peak hours and therefore to be negligible.

## 5. Management of Traffic

- 5.1 It is anticipated that a Traffic Management Plan (TMP) will be secured by means of a planning condition attached to any planning permission for use as a temporary RRAP use. The TMP will be submitted to and approved by the Local Planning Authority prior to commencement of any works on-Site.
- 5.2 The TMP will set out measures to manage vehicle movements to minimise impacts on local residents and businesses and on the wider highway network, and is likely to include the following information:
- Operating hours;
  - Proposed routing of HGVs and management of their movement into and out of the site by a qualified and certificated banksman;
  - Access arrangements and arrival/departure times of HGVs (to minimise the impact on the surrounding highway network);
  - Travel initiatives for site staff;
  - Parking provision for site staff;
  - Engagement with local residents and businesses; and
  - Contact details of the Project Manager and Site Supervisor responsible for on-site works.

## 6. Summary & Conclusion

- 6.1 AECOM was appointed by Network Rail to prepare a Transport Statement to inform a temporary planning application to provide Network Rail with:
- A temporary RRAP onto the GWML railway to enable the delivery of Old Oak Common station; and
  - Permanent RRV access onto the GWML railway to enable future maintenance of the railway and the Old Oak Common station.
- 6.2 The proposals are to provide a temporary and a permanent RRAP that will allow plant, equipment and personnel to access the existing GWML railway. The temporary RRAP is required to allow construction work on the new Old Oak Common station and emergency maintenance works up to 2030. The permanent RRAP is required to enable future maintenance of the GWML more generally. The proposals include a 5,500sqm compound which will include retaining and utilising the existing building on site to support operations (such as welfare facilities, office and storage).
- 6.3 This Transport Statement has demonstrated that the impacts of the proposed temporary and permanent use of the Site by Network Rail on the local highway network is considered to be negligible as it is anticipated to result in a significant reduction in weekly vehicle movements when compared to the existing use of the Site.
- 6.4 A full planning application for re-development of the Premises was submitted by Bellaview Properties Ltd and Builder Dept Ltd and is pending determination at the date of this Transport Statement.
- 6.5 Discussions are ongoing with Bellaview Properties Ltd to seek an agreement whereby the proposed re-development of the Premises by Bellaview can proceed in parallel with use of the Site for a temporary and permanent RRAP by Network Rail. The cumulative impact of this on the highway network has been assessed and is considered negligible.
- 6.6 It is proposed that vehicle movements associated with the RRAP will be managed through a Traffic Management Plan, to be secured by way of a planning condition attached to any planning permission.

# Appendix A – Jewson CPO Support Report



# Jewson CPO Support

## Traffic Assessment

Project number: 60679687

14 November 2022

## Quality information

Prepared by	Checked by	Verified by	Approved by
Ahsan Wahedi Engineer	Since Lau Senior Engineer	Karl Chan Associate Director	

## Revision History

Revision	Revision date	Details	Authorized	Name	Position
1	14/11/22			Ahsan Wahedi	Engineer

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<b>Document Reference:</b>	e.g. AECOM, ProjectWise or ASite		
<b>Project Number:</b>	60679687		
<b>Project Title:</b>	–Jewson CPO support		
<b>Site Address:</b>	239 Horn Ln, London W3 9ED		
<b>Project Start Date:</b>	01 November 2022	<b>Project End Date</b>	2022/11/04



# 1. Project Description

Network Rail (NR) have approached the South Rail Systems Alliance (SRSA) to provide support on an application for a Compulsory Purchase Order (CPO). In order to support the application, a Transport Statement is required which includes a traffic assessment to identify the type and volume of vehicles attracted and generated by Jewson Yard (239 Horn Lane, Acton, London, W3 9ED). A map showing the location of Jewsons Yard (the Site) is shown in Figure 1.

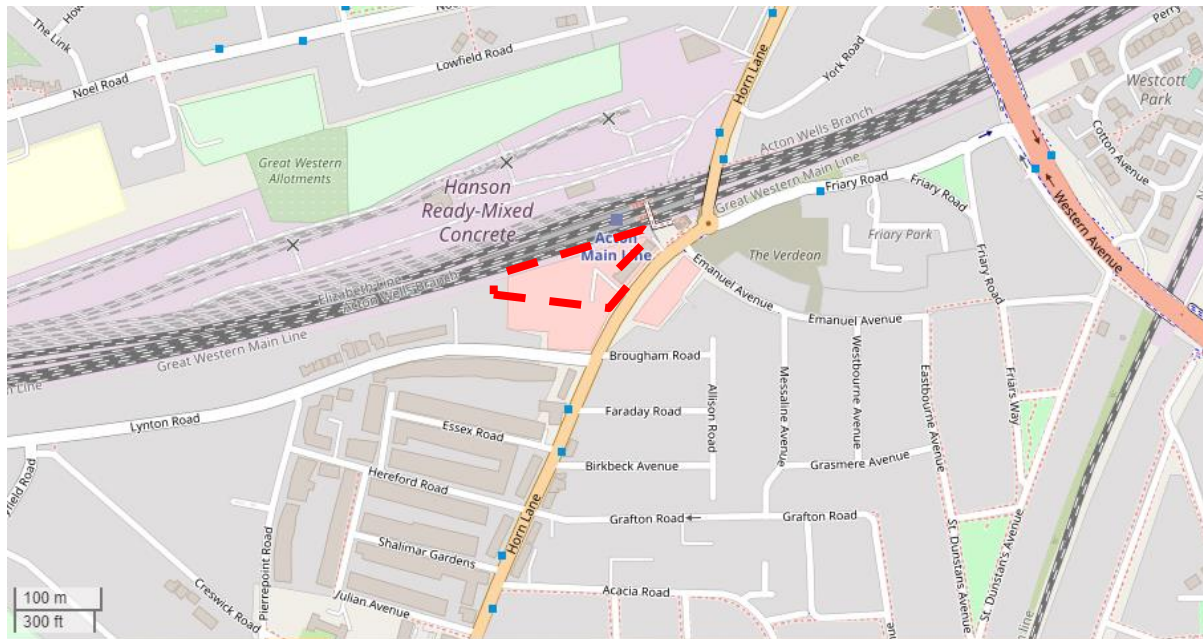


Figure 1 - Site location (Extracted from OpenStreetMap)

## 2. Methodology of Work

Manual Classified Counts (MCC) was undertaken at the junction of Horn Lane / access road to the Site (See Figure 1). The counts provide turning flows of the junction on 2<sup>nd</sup> of November 2022 (Wednesday) during 07.00 – 10.00 and 16.00 – 18.00 which was agreed with NR. Given that there is no available existing data or future forecast, only the survey data is presented in this report.

### 3. Summary of results

The survey results during morning peak and afternoon/evening peak periods are summarised in Table 1 and Table 2 respectively. The survey data in every 15-min interval can be found in Appendix A.

**Table 1- Morning Peak Period (07:00-10:00)**

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	2	4	2	5	13
LGV	6	9	8	4	27
HGV	4	1	2	0	7
Cycle	0	0	0	0	0
Total	12	14	12	9	47

During the morning peak period, 47 vehicles were observed in total comprising of 57.4% LGVs, 27.7% private vehicles and 14.9% HGVs. The average flow was 16 vehicles / hour. Flows of total-in and total-out were similar during the site operating hours (i.e. 06:00-17:00). No motorbike and cycle were recorded.

**Table 2 – Evening Peak Period (16:00-18:00)**

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	1	0	1	2
Car	2	8	3	1	14
LGV	0	2	1	2	5
HGV	0	0	0	0	0
Cycle	0	0	0	0	0
Total	2	11	4	4	21

During the evening peak period, there were 21 vehicles entering / exiting the site in total which was less than the total vehicles observed in the morning peak period. Note that there was an hour less in the evening survey period than the morning peak period and the Site was closed for business after 17:00.

Amongst the total flows, there were 66.7% of private vehicles, 23.8% of LGVs and 9.5% of motorbikes. The average flow was 11 vehicles/ hour. In term of trips of attraction and generation, there were much more numbers of private vehicles left the site than entering the site. No HGV and cycle were recorded.

# Appendix A – Survey Data in 15-min Intervals

## Morning peak period (07:00-10:00)

07:00-07:15

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	1	1	0	2
LGV	0	0	0	0	0
HGV	2	0	0	0	2
Cycle	0	0	0	0	0

07:15-07:30

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	1	0	1	2
LGV	0	1	0	0	1
HGV	1	1	0	0	2
Cycle	0	0	0	0	0

07:30-07:45

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	0	0	0	0
LGV	0	0	0	0	0
HGV	1	0	0	0	1
Cycle	0	0	0	0	0

07:45-08:00

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	0	0	0	0
LGV	0	0	1	0	1
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

08:00-8:15

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	1	0	0	0	1
LGV	1	0	0	0	1
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

08:15-08:30

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	0	0	1	1
LGV	0	0	2	0	2
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

08:30-08:45

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	0	0	1	1
LGV	0	2	0	0	2
HGV	0	0	0	0	0
Cycle	1	0	0	1	2

08:45-09:00

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	1	0	1	1	3
LGV	0	1	2	1	4
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

09:00-09:15

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	1	0	0	1
LGV	2	0	3	1	6
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

09:15-09:30

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	0	0	0	0
LGV	0	1	0	0	1
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

09:30-09:45

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	1	0	0	1
LGV	2	2	0	1	5
HGV	0	0	2	0	2
Cycle	0	0	0	0	0

09:45-10:00

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	0	0	1	1
LGV	1	2	0	1	4
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

**Afternoon/evening peak period (16:00-18:00)****16:00-16:15**

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	2	1	0	3
LGV	0	0	0	0	0
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

16:15-16:30

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	1	1	0	2
LGV	0	0	1	1	2
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

16:30-16:45

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	2	1	0	3
LGV	0	1	0	0	1
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

16:45-17:00

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	1	0	0	1
LGV	0	0	0	0	0
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

17:00-17:15

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	1	0	0	0	1
LGV	0	0	0	0	0
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

17:15-17:30

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	1	1	0	1	3
LGV	0	0	0	0	0
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

17:30-17:45

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	1	0	1	2
Car	0	0	0	0	0
LGV	0	0	0	0	0
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

17:45-18:00

Turning Movements Vehicle type	Right turn out	Left turn out	Right turn in	Left turn in	Total
Motorbike	0	0	0	0	0
Car	0	1	0	0	1
LGV	0	1	0	1	2
HGV	0	0	0	0	0
Cycle	0	0	0	0	0

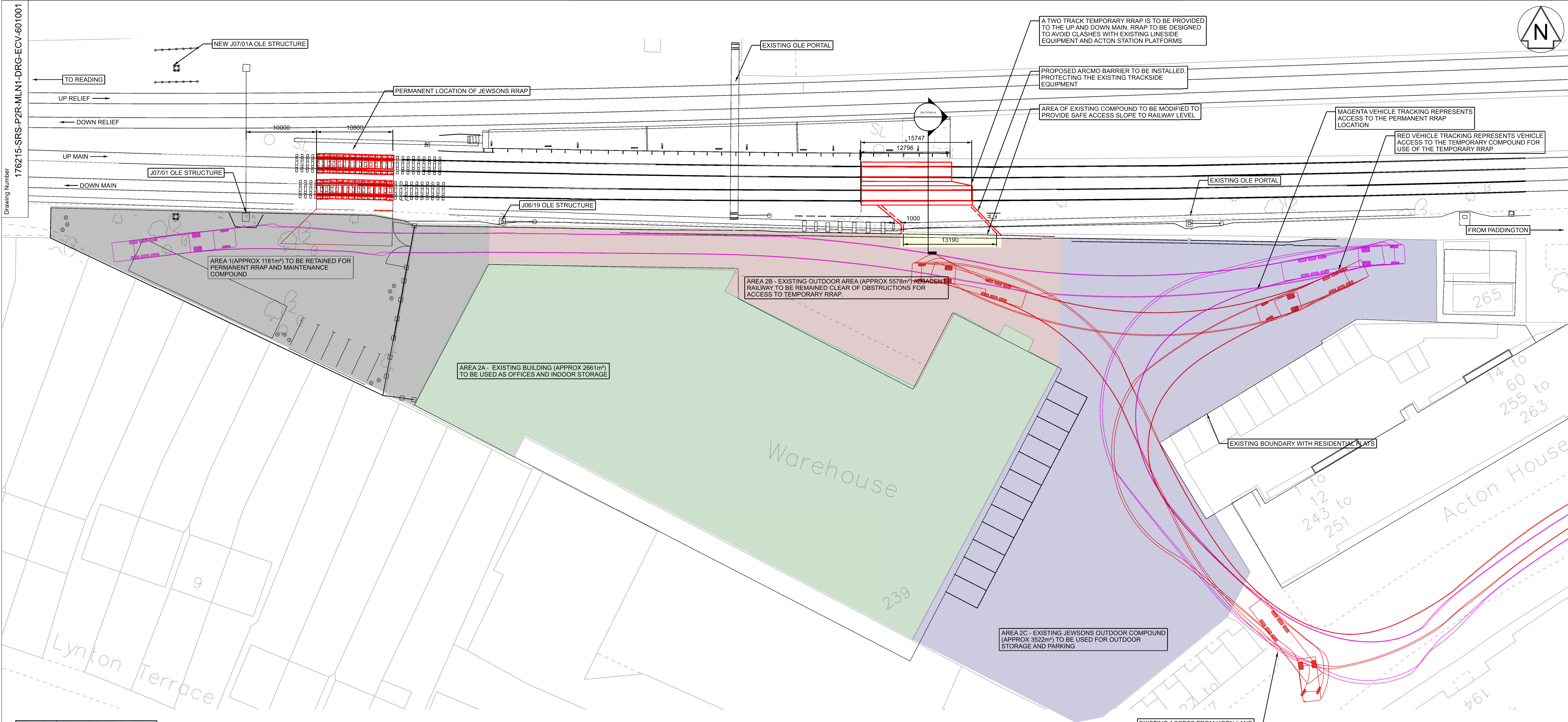




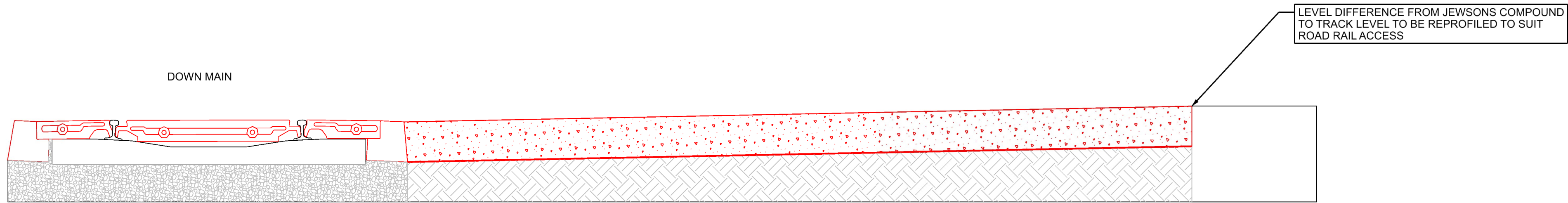
# Appendix B – Vehicle Tracking



Drawing Number  
176215-SRS-P2R-MLN1-DRG-ECV-601001



GENERAL ARRANGEMENT  
1:250



SECTION A-A THROUGH JEWSONS TEMPORARY RRAP  
1:25



PHOTO 1  
VIEW OF POSITION OF TEMPORARY RRAP  
FROM ACTON MAIN LINE STATION

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- Legend/Notes
- ALL DIMENSIONS IN MILLIMETERS UNLESS NOTED OTHERWISE.
  - ALL LEVELS ARE TO XRAIL09 DATUM WHICH IS 100.000m BELOW ORDNANCE (NEWLYN) LEVEL DATUM.
  - DO NOT SCALE FROM THIS DRAWING.
  - THIS DRAWING IS BASED ON THE FOLLOWING ARCADIS RAIL SYSTEMS MODELS:
    - 152270-25067-P2R-MLN1-MOD-ETR-400310 (TRACK ALIGNMENT)
    - 152270-25067-P2R-MLN1-MOD-ETR-400500 (DRAINAGE)

- Colour Key:
- AREA 1 - PERMANENT ROAD RAIL ACCESS POINT
  - AREA 2A - TEMPORARY ROAD RAIL ACCESS POINT - EXISTING JEWSON INDUSTRIAL UNIT
  - AREA 2B - TEMPORARY ROAD RAIL ACCESS POINT
  - AREA 2C - TEMPORARY ROAD RAIL ACCESS POINT - EXISTING JEWSON OUTDOOR STORAGE



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Rev	Date	Description of Revisions	Drawn	Chkd	Appr	Suitability
P01.1	11/10/22	First Issue				
Status						
Initial Status	WIP					S0



Authorised: [Signature] Signed: [Signature] Date: [Date]  
Contractor(s): South Rail Systems Alliance

Location: PADDINGTON-BRISTOL-PENZANCE  
Type: CAD Drawing Sub-type: General Arrangement  
Role: Civil Engineer Sub-Role: General  
Zone: Paddington to Reading  
Phasing: Proposed Project Stage: PACE 1 ES3  
Region: Western and Wales

Contract No.: 176215  
Contract Title: OOC Early Works Package A  
Drawing Title: OOC Early Works Package A Scheme 6 Asset 1 Jewsons RRAP General Arrangement Option 1

Designed	K.Stratton-Taylor	Signed	Electronically Signed	Date	11/10/22
Drawn	H.Powell	Signed	Electronically Signed	Date	11/10/22
Checked		Signed	Electronically Signed	Date	
Approved		Signed	Electronically Signed	Date	
Scale(s)	As Shown	ELR & Mileage	0 to 35.1716	Sheet	1 of 2

Drawing Number: 176215-SRS-P2R-MLN1-DRG-ECV-601001  
Revision: P01.1

0 5 10 15 20 25m  
SCALE 1:250



