



ANNO VICESIMO NONO & TRICESIMO
VICTORIÆ REGINÆ.

Cap. cxlviii.

An Act for making a Railway, Wharf, and Depôt in the City and County of *Bristol* to connect the existing Railways with the Floating Harbour; and for granting certain Powers to the *Great Western* and *Bristol and Exeter* Railway Companies, and to the Mayor, Aldermen, and Burgesses of the City of *Bristol*, with reference thereto. [28th June 1866.]

WHEREAS the making of a Railway in the City and County of *Bristol* which will connect the Railways of the *Great Western* and *Bristol and Exeter* Railway Companies (in this Act called the “Two Companies”) with the Floating Harbour at *Bristol*, and the providing of a Wharf Depôt for Goods at such Floating Harbour, would be of great public Utility: And whereas the Two Companies are willing to undertake the Construction of such Railway and Wharf Depôt: And whereas it is expedient that the Mayor, Aldermen, and Burgesses of the City of *Bristol* should have such Powers of providing (if they so elect) the Wharf Depôt as in this Act expressed, and that the Facilities herein-after contained should be granted to the *Bristol and North Somerset* Railway Company: And whereas Plans and Sections describing the Line and Levels of the Railway and the Lands to be taken for the Purposes thereof, and also of the Wharf Depôt herein-after described, with a Book of Reference to the Plans, have been deposited with the Clerk of the Peace for the City and County of *Bristol*,
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which are in this Act referred to as the deposited Plans, Sections, and Book of Reference: And whereas the Objects of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, and by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. This Act may be cited for all Purposes as "*The Bristol Harbour Railway Act, 1866.*"

8 & 9 Vict.
cc. 18. & 20.,
10 & 11 Vict.
c. 27.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 92. incor-
porated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," "The Harbours, Docks, and Piers Clauses Act, 1847," and Part I. of "The Railways Clauses Act, 1863," are, except where varied expressly by this Act, incorporated with and form Part of this Act.

Interpre-
tation of
Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings; the Expression "the Corporation" shall mean the Mayor, Aldermen, and Burgesses of the City of *Bristol*, and in case, under the Provisions of this Act, the Corporation elect to provide the Wharf Depôt, then the Term "the Company" in any Act wholly or partially incorporated with this Act shall, in relation to the Wharf Depôt, mean the Corporation, and the Expression "Superior Courts" or "Court of competent Jurisdiction" or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute, unless there be in any of the Cases aforesaid something in the Subject or Context repugnant to such Construction.

Power to
make Rail-
way and
Wharf Depôt
according to
deposited
Plans.

4. Subject to the Provisions of this Act the Two Companies may make and maintain, in the Lines and according to the Levels shown on the deposited Plans and Sections, the Railway and Wharf hereinafter described, with all proper Stations, Approaches, Works, and Conveniences connected therewith; and the Railway referred to and authorized by this Act is—

A Railway (in this Act called "the Harbour Railway"), Five Furlongs and Seven Chains or thereabouts in Length, commencing by a Junction with the Goods Lines of the *Great Western Railway* at *Bristol* in the Parish of *Temple* otherwise *Holy Cross* in the City and County of *Bristol*, and terminating in the Parish of *Bedminster* in the said City and County of *Bristol* at the South Side of the Floating Harbour:

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The Wharf herein-before referred to and authorized by this Act is a Wharf situate at and in the Vicinity of the proposed Termination of the Harbour Railway upon the Lands or any Part of the Lands delineated on the deposited Plans and described in the Book of Reference thereto, bounded on the one Side by the *Bristol* Floating Harbour, and on the other by *Bathurst* Basin and the Lands belonging to the City Gaol, or the Road or Passage on the Northern Side of such Gaol, with all necessary and convenient Landing and Shipping Places, Sidings, Sheds, Warehouses, Buildings, Depôts for Goods, Yards, Works, and Erections for the landing, shipping, depositing, storing, and dispatching of Goods, Minerals, and Merchandise, and which said Wharf or Wharves, Lands and Works, are in this Act referred to as the "Wharf Depôt."

5. The Two Companies, subject to the Power herein-after reserved Lands. to the Corporation with respect to the Wharf Depôt, may enter upon, purchase, and take compulsorily the Lands and Houses described in the deposited Plans and Book of Reference thereto.

6. If the Corporation, within Six Weeks after the passing of this Act, elect to provide the Wharf Depôt, and within such Period of Six Weeks signify such Election to the Two Companies by Notice in Writing under the Hand of the Town Clerk of the said City, delivered at the principal Office of each of the Two Companies, then all the Powers of this Act in relation to the Wharf Depôt, and the Purchase of Lands for the Purposes thereof, and the Construction of Works for those Purposes, shall be transferred to and shall be exercised by the Corporation, as fully and effectually as if the Corporation and not the Two Companies had been authorized by the foregoing Provisions of this Act to provide such Wharf Depôt, and to purchase for that Purpose Lands and Houses described in the deposited Plans and Book of Reference; and the Wharf Depôt shall be held by the Corporation as Part of their Corporate Estate within the Meaning and for the Purposes of "The *Bristol* Dock Act, 1848," and "The *Bristol* Dock Act, 1865," and shall be maintained by the Corporation accordingly.

7. It shall be lawful for the Corporation to apply from Time to Time towards the Purposes of the Wharf Depôt any surplus Revenue derived or to be derived from their Dock Estate, and also from Time to Time for the same Purposes to borrow and take up on Mortgage of the Dock Estate and of the several Rates received by the Corporation, under the respective Names of the Rates of Wharfage, Cannage, Plankage, Anchorage, and Moorage, and the Town and Mayor's Dues, such a Sum of Money as shall be required, not exceeding in the whole the Sum of Fifty thousand Pounds; and such Money may be so raised at any Rate of Interest not exceeding Five Pounds *per Centum*

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Centum per Annum, and every such Mortgage may be made by an Instrument in the Form contained in the Schedule to the *Bristol Dock Act, 1865*, or to that or the like Effect, and shall be executed by affixing thereto the Corporate Seal of the said City and County; and every such Mortgage shall be effectual for securing to the Person advancing the Sum of Money in such Mortgage expressed to be advanced, his Executors, Administrators, or Assigns, the Repayment thereof with Interest for the same after such Rate and at such Time and in such Manner as shall be provided in such Mortgage; and the said Mortgages shall be numbered in the Order of Succession in which they are granted, and Copies or Extracts of all such Mortgages shall be kept by the Secretary to the Docks Committee of the Corporation in a Book to be provided for that Purpose; and the Persons to whom such Mortgages or any Transfers thereof shall be made, their Executors and Administrators, shall be Creditors upon the Dock Estate, and the said Wharfage and other Rates and Dues thereby expressed to be mortgaged, in an equal Degree one with another, and shall not have any Preference or Priority other than is provided under the Powers of this Act.

Provision for
Payment of
Interest on
Mortgages.

8. For the Purpose of paying and satisfying all Principal Monies and Interest from Time to Time due under the Provisions of this Act, the Corporation from Time to Time may, and when necessary shall, pay by and out of the said surplus Revenues of the Dock Estate, and the said Rates of Wharfage, Cannage, Plankage, Anchorage, and Moorage, and the Town and Mayor's Dues, such Sums of Money as shall be from Time to Time necessary in that Behalf, and shall apply the same accordingly as if such Principal Monies and Interest were an Expenditure necessarily incurred in carrying into execution, with reference to such City and County, the Provisions of the Act for the Regulation of Municipal Corporations in *England and Wales*.

Persons lending
Money on Mortgage
not bound
to require
Proof that
Notices have
been given,
&c.

9. No Person lending Money to the Corporation and taking a Mortgage for securing Repayment of the same, executed in manner directed by this Act, and purporting to be made under the Authority of this Act, shall be bound to require Proof that the several Provisions of this Act have been duly complied with; and if the Corporation shall have executed a Mortgage under this Act, then the Corporation shall be deemed to have had full Powers to charge the Estate and Rates so mortgaged as aforesaid for Repayment of the Money so borrowed, with Interest, notwithstanding any of the Provisions of this Act may not have been complied with; and it shall not be competent for any Ratepayer or other Person to question the Validity of any such Mortgage on the Ground that such Provisions had not been complied with.

Rentcharge
of 6,773*l.*
9*s.* 8*d.* and

10. The annual Rentcharge of Six thousand seven hundred and seventy-three Pounds Nine Shillings and Eightpence, created by
“The

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“The *Bristol Dock Act, 1848*,” and all Mortgages granted by the Corporation before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall, during the Continuance or the Renewal of such Mortgages, have Priority over any Mortgages to be created by virtue of this Act.

existing
Mortgages
to have
Priority.

11. Provided also, that in every Case in which any Monies shall have been borrowed under the Powers of this Act it shall be lawful for the Corporation to pay off the Monies so borrowed, and from Time to Time to raise and borrow the Monies necessary for that Purpose, and also to repay the said last-mentioned Monies, and the Interest thereof, under the Powers of this Act, as if such Monies were borrowed under the Powers firstly herein-before contained.

Power to
raise Money
to pay off
Sums bor-
rowed.

12. Nothing in this Act contained shall relieve the Corporation or the Dock Estate or Borough Fund of the said City from any Debt or Payment to which they are now liable, nor shall anything in this Act contained diminish or impair any Right, Lien, or Remedy which the Creditors of the Corporation now have or are entitled to by virtue of the recited Acts, or otherwise howsoever.

Saving
Rights of
Creditors of
Corporation.

13. In case the Corporation elect to provide the Wharf Depôt, the Two Companies respectively shall, subject to the Superintendence of the Officers of the Corporation, but so far only as such Superintendence may be necessary for the Protection and safe and efficient working and Use of the Property of the Corporation, be entitled to have, at the Expense of the Two Companies respectively, the Use and Enjoyment of the Wharf Depôt, and also the Use and Enjoyment of such bonded or other Sheds, Cranes, and Conveniences as are erected thereon by the Corporation, for the temporary bonding, warehousing, or removing of any Goods or Merchandise; and in case the Corporation so elect, then, in order to reimburse them for the Outlay which they incur in providing the Wharf Depôt and in maintaining the same, the Two Companies shall pay to the Corporation, instead of any additional Rates or Dues on Shipping or Goods in respect of the User of the Wharf Depôt, the yearly Sum of Two thousand Pounds, by equal half-yearly Payments, the first of such Payments to be made at the Expiration of Six Months after the Wharf Depôt is completed and opened for Use.

Use of
Wharf Depôt
by Two
Companies.

14. In case the Corporation elect to provide the Wharf Depôt, any Railway Company that can for the Time being obtain Access by Railway to the Wharf Depôt shall be entitled to have, at their own Expense, jointly with the Two Companies, the Use and Enjoyment of the Wharf Depôt, and also the Use and Enjoyment of such bonded or other Sheds, Cranes, and Conveniences as are erected thereon by the Corporation, for the temporary bonding, warehousing, or removing of any Goods or Merchandise; and every Railway Company for the

Use of
Wharf Depôt
by other
Railway
Companies.

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Time

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Time being having such Use and Enjoyment shall pay to the Two Companies such proportionate Part of the said yearly Sum of Two thousand Pounds and at such Times and in such Manner as the Two Companies and that Railway Company from Time to Time agree, or as, in case of Difference, at any Time are determined by the Decision (under "The Railways Companies Arbitration Act, 1859,") of a single Arbitrator, to be agreed on by the Two Companies and the Railway Company concerned, or to be, on the Application of either Party, nominated by the Board of Trade, but nothing in the present Section shall confer on any Railway Company other than the Two Companies any Right to run over or otherwise use the Harbour Railway: Provided always, that any other such Railway Company obtaining Access to the Wharf Depôt shall make their Connexions therewith to the reasonable Satisfaction of the Corporation, and so as not to prejudicially interfere with the Use and Enjoyment by the Two Companies of the Wharf Depôt.

Use of
Wharf Depôt
for general
Purposes of
Port.

15. In case the Corporation elect to provide the Wharf Depôt, the same or any Part thereof, when and as far as not required by the Two Companies, or by any other Railway Company having for the Time being the Use and Enjoyment thereof, may be used for the general Purposes of the Port of *Bristol*, but under such Arrangements as the Corporation, with the Concurrence of the Two Companies and of any such other Railway Company as aforesaid from Time to Time think fit to make, in order to prevent Interference with the Use and Enjoyment of the Wharf Depôt by the Two Companies, or any other such Railway Company as aforesaid.

Saving for
Rights of
Corporation
to Dues,
&c.

16. Nothing in this Act shall take away or prejudicially affect the Right or Power of the Corporation to levy, collect, and receive any of the Rates and Dues which may from Time to Time be payable to them under the Provisions of "The *Bristol Dock Act, 1848*," or the aforesaid Rates for Wharfage, Cannage, Plankage, Anchorage, and Moorage, or the Town and Mayor's Dues, or the Fees and Duties payable to the Quay Warden and Water Bailiff of the Port of *Bristol*, or any other lawful Rates and Charges on Shipping or Goods, or any of the Rights, Interests, Powers, or Privileges of the Corporation.

Limitation
of Land to
be purchased
by Corpora-
tion.

17. The Quantity of Land to be purchased by the Corporation for the Purposes of the Wharf Depôt, in case they elect to provide the same, shall not exceed the Land defined on Two Copies of the deposited Plan which have been signed by the Engineers of the Corporation and of the Two Companies respectively, and whereon the Land to be purchased by the Corporation is coloured Pink, and one of which Copies has been deposited with the Town Clerk, and the other with the Clerk of the Peace of the City of *Bristol*.

Railway to
be completed
simultane-
ously with
Wharf
Depôt.

18. In case the Corporation elect to provide the Wharf Depôt, the Two Companies shall complete the Harbour Railway simultaneously with the Completion of the Wharf Depôt.

19. The

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19. The Two Companies, either alone or in conjunction with the Corporation, or the Corporation alone, if they shall elect to provide the Wharf Depôt, may purchase by Agreement the Right or Interest of any Person or Persons in the *Princes Street Bridge* and its Approaches, and in the Tolls thereof, and upon the Completion of such Purchase (which shall be evidenced by a Deed duly stamped, in which the Consideration shall be truly stated) the Purchasers shall stand possessed of the purchased Premises, and may thenceforth collect and levy all such Tolls and Sums and exercise all such Powers as could have been exercised by the Vendors, if such Purchase had not been made: Provided always, that no Toll or Sum shall be demanded of any Officer or Officers of Customs passing over the said Bridge or Approaches in the Execution of his or their Duties, from and after the Completion of such Purchase.

Purchase
of Princes
Street
Bridge.

20. Subject to the Provisions of this Act, the Two Companies on the one hand, and the Corporation on the other hand, may enter into Agreements with reference to the Construction, laying out, Maintenance, Use, and Management of the Harbour Railway and Wharf Depôt, the Lands to be taken and occupied for the respective Purposes of the Two Companies and the Corporation, and the Payments to be made by either Party, the Rates, Tolls, and Sums to be charged and levied, and the Cost of Maintenance, working, and Management, and the Rights and Interests of the respective Parties in and to the Undertaking, or any Part thereof.

Agreements
between
Companies
and Corpo-
ration.

21. All Lands from Time to Time purchased for the Purposes of this Act by the Two Companies shall be conveyed to and vested in the Two Companies jointly, and shall be for ever after held and enjoyed by them jointly for the Purposes of this Act: Provided always, that the Form of Conveyance of Lands prescribed by "The Lands Clauses Consolidation Act, 1845," may be used, with the requisite Alterations thereof, for the Conveyance of Lands to the Two Companies jointly.

Vesting of
Lands for
the Railway
in the Com-
panies
jointly.

22. Each of the Two Companies shall appoint One Auditor to audit the Accounts of the Harbour Railway.

Auditors.

23. There shall be a Joint Committee for constructing, maintaining, and managing the Harbour Railway, consisting of an equal Number of Members to be appointed by the Directors of the Two Companies respectively.

Joint Com-
mittee.

24. The Joint Committee, and the Appointment, Qualification, Disqualification, and Removal of its Members, shall be subject to the same Provisions and shall be regulated and exercise its Powers in the same Manner as the Joint Committee appointed under the Provisions of "The *Bristol Joint Station Act, 1865*," and as if such Joint Committee had been appointed by the Two Companies only.

Bristol Joint
Station Act
to apply.

25. If

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Committee
under Bristol
Joint Station
Act.

25. If and so long as the Two Companies mutually agree, the Members representing the Two Companies on the Joint Committee acting under "The Bristol Joint Station Act, 1865," shall be the Joint Committee for the Purposes of this Act.

Lands for
extraordi-
nary Pur-
poses.

26. The Quantity of Land to be taken by the Two Companies for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed One Acre for the Purposes of the Harbour Railway.

Powers for
compulsory
Purchases
limited.

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

Notice to be
given of
taking
Houses of
Labouring
Classes.

28. The Two Companies or the Corporation, as the Case may be, shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more, occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice, placed in public View upon or within a reasonable Distance from such Houses, and the Two Companies or the Corporation shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Companies or Corporation have made known their Intention to take the same in manner herein-before required.

Power to
cross certain
Roads on
the Level.

29. Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," contained in reference to the crossing of Roads on the Level, the Two Companies may, in the Construction of the Railway, carry the same with a Single Line of Railway only whilst the Railway shall consist of a Single Line, and afterwards with a double Line of Railway only, across and on the Level of the Roads next herein-after mentioned; (that is to say,)

| Number on deposited Plan. | Parish. | Description of Road. |
|---------------------------|----------------------|---------------------------------|
| 134 | Saint Mary, Redeliff | Lower Guinea Street. |
| 17 | Bedminster | Princes Street. Bridge Road. |

Provision
respecting
Construction
of Railway.

30. In the Construction of the Harbour Railway the Two Companies shall be subject to the following Conditions and Provisions; namely,

1. The Railway shall be carried over the Entrance to *Guinea Street Lock* by an Opening Bridge having a Span of not less than

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than Forty-four Feet and a Headway of not less than Ten Feet above the Level of the Water in the Floating Harbour, and such Bridge shall be constructed to the reasonable Satisfaction of the Engineer of the Corporation :

2. The Corporation may from Time to Time make such Regulations as they think fit, by Writing under their Corporate Seal, respecting the opening and closing and generally respecting the User of the last-mentioned Bridge, with a view to securing all necessary and proper Facilities for Vessels arriving at or departing from the Lock, and the Two Companies shall observe and cause to be observed all such Regulations for the Time being in force, and if either of the Two Companies at any Time refuse or wilfully neglect so to do, that Company shall for every such Offence be liable to a Penalty not exceeding Five Pounds :

3. In the Construction of the Harbour Railway and of the said Bridge where it crosses the Entrance to *Guinea Street Lock*, the Two Companies shall not deviate laterally from the centre Line of the Railway or Bridge as marked on the deposited Plans, even within the Limits of Deviation shown on those Plans, except with the previous Consent of the Corporation in Writing under their Corporate Seal :

4. Subject to any Variation of the Provisions of the present Paragraph approved by the Corporation in Writing under their Common Seal, where the Harbour Railway crosses *Temple Street* it shall be carried on an Arch having a Span of not less than Forty Feet and a Headway of not less than Sixteen Feet above the Level of the Road as altered under this Act, and the Road under the Archway shall be lowered One Foot and no more below its Level as existing at the passing of this Act, with Inclinations on each Side of the Archway of not more than One Foot in Sixty-six Feet :

5. Subject to any Variation of the Provisions of the present Paragraph, approved by the Corporation in Writing under their Corporate Seal, the Harbour Railway shall be carried over the proposed Street, intended to be constructed by the Corporation, from *Bristol Bridge* to the Terminus of the *Great Western* Railway, on an Iron Girder Bridge so supported on Iron Pillars that a clear Space of not less than Forty Feet on the Square shall be left for the central Roadway, with a clear Headway over the said Road of not less than Sixteen Feet, and with Inclinations on each Side of the Railway not greater than One in One hundred :

6. The Diversion of *Pyle Street* shall not be made of a less Width than Thirty-five Feet, except with the Consent of the Corporation in Writing under their Corporate Seal :

7. Where the Harbour Railway crosses *Lower Guinea Street* on the Level, a proper Bridge for Foot Passengers over the Railway shall be constructed by the Two Companies before the Railway is
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is opened for public Traffic, and the same shall thenceforth be always maintained by the Two Companies, such Construction and Maintenance to be at the Expense of the Two Companies and to the Satisfaction of the Corporation :

8. The said Bridges shall be of a Form and Character suitable to the Requirements of a populous City, and shall also be of a neat and seemly Appearance, regard being had to the Character of the respective Roads or Streets :

9. Where the Harbour Railway crosses the Road leading to *Prince Street Bridge* no Train, Engine, Tender, Carriage, or Truck shall at any Time be moved across that Road at a Rate exceeding Five Miles an Hour, and the Two Companies shall at all Times keep a Policeman attending to the Gates at the level Crossing, and the Corporation may from Time to Time, by Writing under their Corporate Seal, make all reasonable Regulations for insuring the Safety and Convenience of the Public at the level Crossing; and the Two Companies, and any other Railway Company having for the Time being the Use and Enjoyment of the Wharf Depôt, shall observe and cause to be observed all such Regulations for the Time being in force; and if any Company at any Time cause or allow any Train, Engine, Tender, Carriage, or Truck to stand upon the said Road, or to be moved across the said Road at a Rate exceeding the Rate aforesaid, or refuse or wilfully neglect to observe or cause to be observed any of the Regulations aforesaid, that Company shall for every such Offence be liable to a Penalty not exceeding Five Pounds: Provided, that if at any Time the Corporation shall prohibit, either temporarily or permanently, the Use of a Locomotive Engine in crossing the said Road, it shall not be lawful during such Prohibition so to use any Engine, and any Company violating the said Prohibition shall be liable for every such Offence to a Penalty not exceeding Five Pounds.

Provision
as to the
Churchyard
and Vicarage
of St. Mary
Redcliffe.

31. Whereas under the Powers of this Act the Churchyard of the Church of *Saint Mary Redcliffe* in the City of *Bristol*, and the Vicarage House of the Parish of *Saint Mary Redcliffe* aforesaid, and the Lands belonging to the Vicarage House, will or may be taken or interfered with, and the Railway by this Act authorized is intended to be made under the same or some Part thereof: Therefore the Two Companies and the Joint Committee shall observe, fulfil, and conform to the following Provisions and Stipulations; *videlicet*,

(A.) Six Calendar Months at least before the Two Companies or the Joint Committee shall enter upon, use, or interfere with the said Churchyard or any Part thereof, or commence any Work under the same or any Part thereof, the Two Companies shall pay to the Vicar and Churchwardens for the Time being of the said Parish of *Saint Mary Redcliffe* the Sum of Two thousand five hundred Pounds, free from all Deductions:

(B.) The

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(B.) The Two Companies, at their own Expense, shall effectually fence in those Portions of the said Churchyard which they do not require to interfere with, and shall at all Times during the Progress of their Works keep the same effectually fenced in and protected :

(C.) Within Two Years from the First Entry under this Act upon the said Churchyard the Two Companies, at their own Expense, shall restore the Surface thereof to its present Level, and shall cover it with fresh Turf, and plant it, to the reasonable Satisfaction of the Churchwardens for the Time being of the said Parish, and, where the Boundary Walls or Fences shall have been interfered with, shall erect new Boundary Walls or Fencing of a like Description, to the reasonable Satisfaction of the Surveyor for the Time being of the Vestry of the said Parish, and at the Expiration of the said Two Years shall restore Possession of the said Churchyard to the Vicar and Churchwardens of the said Parish, and the same shall thenceforth be under their exclusive Control :

(D.) Where the Railway will pass through the said Churchyard and the said Vicarage and the Lands belonging thereto it shall be constructed entirely in Tunnel or Covered Way :

(E.) The Two Companies or the Joint Committee shall not purchase and take the said Churchyard, Vicarage, and Lands, or any Part thereof, but they shall be entitled to an Easement or Right of using the same to such Extent as may be necessary for the Construction and Maintenance of the Railway in accordance with the Provisions of this Act ; and, in consideration of their fulfilling and observing the Provisions of this Act, they shall not be bound or required to make or pay any other Compensation for such Easement or Right :

(F.) In constructing the Railway through the said Churchyard, Vicarage House, and Lands, the centre Line of the Railway may be diverted to, but not to the Northward of, the Northern Limit of Deviation defined on the deposited Plans :

(G.) The Two Companies shall, at their own Expense, cause to be prepared a Plan and Section of the Portion of the said Railway through or under the said Churchyard, and also a Plan and Section of the Portion thereof through or under the said Vicarage House and Lands ; and each such Plan and Section shall be on a Scale sufficiently large to show clearly the exact Position of the Tunnel or Covered Way, and the Distance of its Summit from the Surface of the Ground, and shall be signed by the Engineer or Surveyor of the Two Companies, and the Railway shall be constructed in accordance with such Plans and Sections, and not otherwise :

(H.) The first-mentioned Plan and Section shall be delivered to the Vestry Clerk for the Time being of the said Parish Six Calendar Months at least before the Two Companies or the Joint

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Joint Committee shall enter upon, use, or interfere with the said Churchyard, or any Part thereof, or commence any Work under the same, or any Part thereof:

(J.) Three Calendar Months at least before the Two Companies or the Joint Committee shall enter upon, use, or interfere with the said Vicarage House and Lands, or any Part thereof, or commence any Work under the same or any Part thereof, they shall fulfil the following Conditions; *videlicet*, they shall deliver the secondly-mentioned Plan and Section to the Vicar for the Time being of the said Parish; they shall purchase the Lands numbered on the deposited Plans 74 and 75 and 76 in the said Parish of *Saint Mary Redcliffe*, and also (so far as the same are within their Powers of Purchase under this Act) the Lands numbered on those Plans 82 and 83 and 84 in the same Parish, and shall convey the Surface of the same Premises without Payment or Compensation to the Vicar for the Time being of the said Parish and his Successors, free from Land Tax and all Incumbrances; they shall pay to the Lord Bishop for the Time being of *Gloucester and Bristol*, and to the Vicar for the Time being of the said Parish, the Sum of Four thousand Pounds, and to the Vicar for the Time being of the said Parish the Sum of One thousand Pounds (which latter Sum shall be in full Compensation for his Expenses of Removal, and of providing a temporary Residence, and for all other Damage sustained by him by reason of the Execution of the Powers of this Act):

(K.) Within Fifteen Calendar Months from the Delivery of the secondly before-mentioned Plan and Section to the Vicar for the Time being as aforesaid, the Works through or under the said Vicarage House and Lands shall be completed, and the Surface shall be restored to its previous Level, and Possession thereof shall be delivered to the Vicar for the Time being of the said Parish; and if from any Cause whatever the said Two Companies shall make Default in completing the Works, restoring the Surface, or delivering Possession of the said Surface to the Vicar for the Time being within the Time aforesaid, the said Two Companies, or One of them, shall pay to the Vicar for the Time being of the said Parish the Rent or Sum of Forty Shillings in respect of every Day which may elapse between the Expiration of the said Period of Fifteen Calendar Months from the Delivery to the Vicar of the said secondly before-mentioned Plan as aforesaid and such Time as the Works shall be completed, the Surface be restored, and Possession thereof be delivered to the said Vicar for the Time being:

(L.) The said Two Companies shall, during the Construction of the said Works, afford every reasonable Facility for the Erection of the new Vicarage House being proceeded with, and for that Purpose shall, upon Entry on the said Vicarage Premises, make and during the Construction of the said Works maintain a good and

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and sufficient Roadway or Means of Access from *Redcliff Hill* to the Portion of the said Vicarage Premises lying on the North Side of the intended Railway, and permit the Vicar for the Time being, his Agents, Surveyors, Workmen, and Servants, at all Times to use the said Roadway or Means of Access.

32. The said Sum of Four thousand Pounds so to be paid to the said Lord Bishop and Vicar shall be by them applied in taking down the present Vicarage House, Outbuildings, and Offices of *Saint Mary Redcliffe* aforesaid, and in erecting a suitable Vicarage House, Outbuildings, and Offices on some other Site in the Lands belonging to the said Vicarage House or to be conveyed to the Vicar under this Act; and the new Vicarage House, Outbuildings, and Offices shall be substituted for those now existing, and shall vest in the Vicar of the said Parish and his Successors, and the Materials of the existing Vicarage House, Outbuildings, and Offices may be used (so far as suitable) for the new Vicarage House, Outbuildings, and Offices.

New Vicarage House to be provided.

33. The said Sum of Two thousand five hundred Pounds to be paid to the said Vicar and Churchwardens as aforesaid shall be by them applied in the Purchase, Conveyance, and laying out, inclosing, and procuring the Consecration of a new Burial Ground for the said Parish of *Saint Mary Redcliffe*.

New Burial Ground to be provided.

34. The Harbour Railway and Wharf Depôt shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Two Companies or to the Corporation, as the Case may be, for executing the Harbour Railway and Wharf Depôt, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Period for Completion of Works.

35. If the Harbour Railway by this Act authorized be not completed and opened for public Traffic within the Period by this Act limited, the Two Companies shall be liable to a Penalty of Fifty Pounds *per Day*, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until such Railway shall be completed and opened for public Traffic, but no Penalty shall accrue in respect of any Time during which it shall appear, by a Certificate to be obtained from the Board of Trade, that the Joint Committee were prevented from completing and opening such Harbour Railway by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control: Provided always, that such Penalty may be enforced against either of the Two Companies, but if either of the Two Companies pay more than One Half Part of any such Penalties, the Company making such Payment may recover the Excess above One Half from the other of such Companies.

Penalty for Non-completion of Harbour Railway within prescribed Period.

[*Local.*]

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36. The

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Tolls.

36. The Two Companies may demand and receive for the Use of the Harbour Railway by any Company or Person other than the Two Companies the same Tolls, Rates, and Charges as the *Great Western* Railway Company are entitled to demand and receive in respect of the Passage of Traffic for Two Miles upon the *London and Bristol* Line of their Railway.

Each Com-
pany may
charge its
own Tolls.

37. In respect of the Carriage of Traffic on the Harbour Railway by either of the Two Companies, the Company carrying such Traffic may demand and receive Tolls and Charges in the same Manner as they could have done if the Harbour Railway had been Part of the existing Railway of that Company.

Use of
Harbour
Railway by
the Com-
panies.

38. Subject to the Control and Management of the Joint Committee and the Provisions of this Act, each of the Two Companies may at all Times hereafter use the Harbour Railway and Works by this Act authorized for the Conveyance of Animals and Goods thereon, and for all such other Purposes as shall be necessary for the Traffic or Business of the said respective Company thereon; but, notwithstanding anything in this Act, or in any Act wholly or partially incorporated therewith, or in any other Act, the Two Companies, or either of them, shall not, nor shall any other Railway Company, convey Passengers on the Harbour Railway.

The Two
Companies
to have equal
Rights in
respect of
Harbour
Railway.

39. The Two Companies shall (unless otherwise mutually agreed) have equal Rights each with the other in all respects as to working over and using the Harbour Railway, and the Stations and Sidings thereon, and the Works thereof, and no Preference, Priority, or other Advantage shall be given to either of the Companies over to the Exclusion or Disadvantage of the other.

Expenses,
how to be
borne.

40. The Expenses of the Joint Committee and of maintaining the Harbour Railway, and all other Expenses connected with such Railway, except such as are directed to be borne by the Two Companies respectively, shall be defrayed by the Two Companies in such Shares or Proportions as shall from Time to Time be agreed on between them or fixed by the Joint Committee, having regard to the Amount of Traffic carried by each of the Two Companies, including (unless otherwise agreed) Interest at the Rate of Five Pounds *per Centum per Annum* on the Capital employed in the Construction of the Railway.

Contracts
between the
Companies
inter se.

41. The Two Companies may from Time to Time make and carry into effect all such mutual Contracts with respect to the Undertaking by this Act authorized, or the Interests of the Companies or either of them relating thereto, the Proportions in which the Expense of constructing the Undertaking shall be borne, or the Mode of working the same by the Companies or either of them, or the Maintenance thereof, or the Use and Occupation of the Stations, Sidings, Works, and Conveniences, or the Interest on the Capital employed in its Construction,

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Construction, or the Apportionment of the Profits, or other the Purposes of this Act, as the Companies from Time to Time think fit.

42. The Two Companies respectively shall, upon Demand, pay to the Joint Committee the Amounts declared from Time to Time by the Committee to be due from them respectively for the Purposes of this Act, and in default of Payment such Amounts may be recovered from the Two Companies, or either of them, as the Case may require, by Action of Debt at the Suit of the Joint Committee, or of either of the Two Companies; and in any such Action it shall be sufficient to aver that the Amount claimed has been found by the Joint Committee to be due from the Company sued, and has been paid or is payable, as the Case may be, by the Committee, and the Production of the Minute Book of the Committee containing such Declaration shall be sufficient Evidence of the Finding and Amount.

Recovery of Expenses from Companies.

43. The Two Companies respectively from Time to Time may apply for or towards any of the Purposes of this Act any Sums of Money which they have already raised or are authorized to raise by any of their Acts, and which are not required for the Purposes to which they are by those Acts respectively made especially applicable.

Power to apply existing Funds.

44. The Two Companies may raise for the Purposes of this Act by the Creation and Issue of new Ordinary Shares or new Ordinary Stock, or new Preference Shares or new Preference Stock, at the Option of the respective Company, any Sum not exceeding in the whole One hundred and sixty-five thousand Pounds, in such Proportions as the Two Companies mutually agree upon: Provided always, that if the Corporation elect to provide the Wharf Depôt the Amount to be raised by the Two Companies shall not exceed the Sum of One hundred and fifteen thousand Pounds.

Power to Two Companies to raise additional Capital.

45. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845,"—

Incorporation of Part of Companies Clauses Acts.

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls;

With respect to the Remedies of Creditors of the Company against the Shareholders;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of the borrowed Money into Capital;

With respect to the Consolidation of the Shares into Stock; and

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested;

And Part I. and Part II. of "The Companies Clauses Act, 1863," shall be incorporated with this Act, and shall apply to all Shares and Stock

Power to borrow on Mortgage.

The Bristol Harbour Railway Act, 1866.

Stock created, and to Mortgages granted and Money borrowed, under the Powers of this Act, by the Two Companies respectively.

Restrictions
as to Issue
of Shares.

46. It shall not be lawful for the Two Companies respectively to issue any Share or Stock created under the Authority of this Act, nor shall any such Share or Stock vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share or Stock is paid up in respect thereof.

Power to
restrict
Right of
voting in
respect of
new Prefer-
ence Shares.

47. The Two Companies respectively may, on the Creation and Issue of any Preference Shares or Stock under the Powers of this Act, make such Restrictions upon the Right of voting in respect of or Qualifications conferred by such Preference Shares or Stock as they think fit.

Power to
raise Capital
under any
other Act of
this Session
and this Act
by new
Shares of
One Class.

48. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Two Companies, or either of them, be authorized to raise any Capital by new Shares or Stock, then, subject to the Provisions of the other Act and this Act respectively, the Company so authorized, if they think fit, may raise, by the Creation and Issue of new Shares or Stock of One and the same Class, all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares or Stock.

Companies
may create
Stock.

49. If the Two Companies think fit, they may raise the said Sum of One hundred and sixty-five thousand Pounds, or, as the Case may be, One hundred and fifteen thousand Pounds, as a separate Capital, instead of as Parts of and Additions to their respective Capitals, and the following Provisions shall apply to such separate Capital:

(A.) The Certificates for the same shall bear the Name of *Bristol Harbour Railway Shares or Stock*, and shall be under the Seals of the Two Companies:

(B.) The Two Companies may jointly guarantee Dividends at a Rate not exceeding Five *per Cent. per Annum* upon the Sums from Time to Time paid up in respect of the said Shares or Stock, and the Certificates shall state the Fact of such Guarantee:

(C.) The Provisions herein-before contained with respect to raising additional Capital shall, so far as they are applicable, apply to the separate Capital authorized to be raised under this Enactment; and, subject thereto, the Two Companies may prescribe the Conditions on which the said Shares or Stock shall be issued:

(D.) The Substance of the Terms and Conditions on which the said Shares or Stock are or is issued shall be stated on the Certificates for the same.

Power to
borrow on
Mortgage.

50. Either of the Two Companies may, in addition to any other Monies authorized to be borrowed by them under any previous Act or any Act of the present Session, borrow on Mortgage such Sums of

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of Money as shall from Time to Time be authorized to be borrowed by any General or Special Meeting of the respective Companies, not exceeding in the whole One Third Part of the Proportion contributed by such respective Company for the Purposes of this Act, but no such Money shall be borrowed until Shares or Stock for Three Fourth Parts of such Amount shall have been subscribed for, issued, and accepted, and One Half of such Three Fourths shall have been paid up, and until the respective Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares or Stock for such Three Fourths of the said Contribution of the respective Company are issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share, or *Twenty per Centum* on the whole of the Stock, has been paid up on account thereof, before or at the Time of the Issue or Acceptance thereof, and that the whole of such Shares and Stock are taken in good Faith, and are held by the Subscribers or their Assigns, those Subscribers or their Assigns being legally liable for the same; and upon Production to such Justice of the Books of the respective Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proofs aforesaid have been given, which Certificates shall be sufficient Evidence thereof.

51. If the Two Companies think fit to create a separate Capital under the Powers herein-before contained, it shall also be lawful for them to borrow jointly on Mortgage of their respective Undertakings and of the Harbour Railway, or of the Harbour Railway alone, such Sums of Money, not exceeding One Third Part of the separate Capital of One hundred and sixty-five thousand Pounds, or One hundred and fifteen thousand Pounds, as the Case may be, hereby authorized to be raised, as shall from Time to Time be sanctioned by any General or Special Meetings of the respective Companies; and the Provisions and Restrictions contained in the last preceding Section with respect to the borrowing of Money shall apply to the Money by this Section authorized to be jointly borrowed by the Two Companies.

Power to
borrow
jointly.

52. All existing Mortgages and Bonds granted by the Two Companies respectively under the Powers of any former Acts relating to the Two Companies respectively shall, during the Continuance thereof, have Priority over any Mortgages to be granted by virtue of this Act.

Existing
Mortgages
to have
Priority.

53. All Monies raised by the Two Companies under the Powers of this Act shall be applied only to the Purposes of this Act.

Application
of Monies.

54. The Two Companies respectively from Time to Time shall afford all proper and reasonable Facilities, including Through Booking, for the due, direct, and speedy Transmission of, and shall

The Two
Companies
to afford
Traffic
Facilities.

[*Local.*]

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accordingly

The Bristol Harbour Railway Act, 1866.

accordingly duly, directly, and speedily transmit on the Railway hereby authorized, and upon so much of the *Great Western* Railway as intervenes between the Junction of that Railway with the Railway hereby authorized and the Junction of the *Great Western* Railway with the *Bristol and North Somerset* Railway, as authorized by "The *Bristol and North Somerset* Railway Act, 1863," at *Bristol*, all local Traffic whatsoever which shall arise on the Railways of the *Bristol and North Somerset* Railway Company as authorized by the said Act, or any Deviation thereof, or any Part thereof, and shall be from Time to Time tendered to the Two Companies for Transmission to the Wharf Depôt hereby authorized on the Railway hereby authorized, and on such Part of the *Great Western* Railway as aforesaid, or which, having been landed at the said Wharf Depôt, is from Time to Time tendered to those Two Companies respectively for Transmission over the Railway hereby authorized, and over such Portion of the *Great Western* Railway as aforesaid, for the Purpose of being afterwards conveyed on the said Railways of the *Bristol and North Somerset* Railway Company, or any Part thereof, for the Purpose of being finally delivered on the said Railways, and shall not be consigned or destined for any other Railway.

Terms
upon which
Facilities to
be afforded.

55. All such Facilities for the Transmission and Accommodation of Traffic shall be afforded by the Two Companies, subject to such Rules and Regulations, and on Payment of such Tolls, Rates, and Charges, as the Two Companies and the *Bristol and North Somerset* Railway Company from Time to Time agree on, or, failing Agreement between them, as shall be settled by Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration; and in fixing from Time to Time the Amount of Tolls and Charges the Arbitrator shall take into account the Cost of Construction and Maintenance not only of the Railway hereby authorized, but also of those Portions of the Railways of the *Great Western* and *Bristol and Exeter* Companies over or through which the Traffic of the *Bristol and North Somerset* Railway Company shall be conveyed: Provided always, that nothing in this Act contained shall be construed to give or entitle the *Bristol and North Somerset* Railway Company any Use of the existing Station of the *Great Western* or *Bristol and Exeter* Companies at *Bristol*, or of the proposed Joint Station to be erected under the Powers of "The *Bristol Joint Station* Act, 1865."

Notice to
be given to
Gas and
Water Com-
panies as to
the Removal
of Mains, &c.

56. If, in the Execution of the Works and Powers hereby authorized, or any or either of them, the Two Companies shall have occasion to alter the Level, Direction, or Situation of any Dock, Tramway, Quay, Street, Road, or Bridge, so as to render necessary or desirable the Removal or the Alteration of the Position or Level of any Mains or Pipes of the *Bristol United Gaslight* Company, or the *Bristol Waterworks* Company, the Two Companies shall give

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Ten Days Notice to the said Gaslight Company or the said Waterworks Company, as the Case may be, and the said Gaslight Company or the said Waterworks Company shall forthwith make such Removal or Alteration as may be so rendered necessary or desirable as aforesaid, and do all Works incident thereto, and all Expenses to be thereby incurred shall be defrayed by the Two Companies: Provided always, that this Clause shall not (except as herein otherwise expressly provided) in any way diminish or prejudice the Rights and Privileges of the said Gaslight Company or the said Waterworks Company, under this Act or any other Acts or Act.

57. Nothing in this Act contained shall interfere with the Exercise by the *Bristol United Gaslight Company* or the *Bristol Waterworks Company* of the Powers and Privileges conferred upon them respectively by any Act or Acts of Parliament relating to them respectively, of laying down and maintaining, and, as Occasion may require, of repairing or altering, any Mains or Pipes in and under any of the public Streets or Thoroughfares upon which any Railway may, under the Authority of this Act, be laid: Provided always, that the said Gaslight Company and the said Waterworks Company shall, except in Cases of Emergency as regards Repairs and Alterations, give Seven Days Notice of every intended Interference with any such Railway, and shall in every Case cause as little Interference with every such Railway as may be, and also shall with all reasonable Dispatch, and to the reasonable Satisfaction of the Company, replace the Part or Parts of the Railway for the Time being taken up by the said Gaslight Company or the said Waterworks Company, as the Case may be.

58. If any Difference arises between the Corporation on the one side, and the Two Companies or either of them, or any other Railway Company, on the other side, touching the Intent, Construction, Incidents, or Consequences of any Provision of this Act, or the Manner in which any such Provision is to be carried into effect, or touching any Matter the Regulation whereof is by this Act left to be determined by Agreement between the Corporation on the one side, and the Two Companies or either of them, or any other Railway Company, on the other side, every such Difference shall be referred to, and determined by Arbitration, according to "The Railway Companies Arbitration Act, 1859," by a single Arbitrator to be agreed on by the Corporation and the Two Companies or the Company concerned, or to be, on the Application of either Party, nominated by the Board of Trade as if the Corporation were a Railway Company, and they and the Two Companies, or the Company concerned, had entered into an Agreement for Reference to Arbitration under that Act.

59. Nothing in this Act contained shall invalidate or prejudicially affect any Rights, Powers, Duties, or Privileges of the Corporation, either as Conservators of the Rivers *Avon*, *Frome*, and *Severn*, within

Saving
Rights of
Bristol
United Gas
Company
and Bristol
Waterworks
Company.

Arbitration.

Saving
Rights of
the Corpora-
tion, &c.

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within the Port of *Bristol*, or in their Corporate Character of the Mayor, Aldermen, and Burgesses of *Bristol*, or as the Local Board of Health, or as the Docks Committee for the said City, excepting in so far as those Rights, Powers, Duties, or Privileges are expressly varied by this Act; nor shall anything in this Act contained invalidate or prejudicially affect any of the Powers now vested in or exercised by the Corporation, as Owners of the Port and Docks of *Bristol*, and Conservators of the River *Avon*, to cleanse, dredge, and scour the Floating Harbour and Docks there, or the River *Avon*.

Interest or
Dividend on
Calls not to
be paid out
of Capital.

60. The Two Companies, or either of them, shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Two Companies, or either of them, from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

61. The Two Companies, or either of them, shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum which, by any Standing Order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Two Companies, or either of them, to construct any other Railway or to execute any other Work or Undertaking.

Railway not
exempt from
Provisions
of present
and future
General
Acts.

62. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by this Act.

Expenses of
Act.

63. All Costs, Charges, and Expenses of and incident to the preparing and obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Two Companies, or if the Corporation shall elect to provide the Wharf Depôt as herein-before provided, then one Moiety of the Costs, Charges, and Expenses shall be paid by the Two Companies, and the other Moiety thereof by the Corporation out of the Dock Estate, the Amount thereof to be determined by Agreement between the Corporation and the Two Companies.

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